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The Solicitors' Journal.

LONDON, APRIL 6, 1872.

THE MUNICIPAL CORPORATION ACT (5 & 6 Will. 4, c. 76), s. 92, defines the purposes to which municipal funds may be applied. It directs that the whole municipal property shall be brought into one fund—the borough fund—and that that fund shall be applied to the payments of certain salaries, necessary printing, and other similar expenses, the cost of prosecutions and the like, and "towards the expense of maintaining the borough gaol, house of correction, and corporate buildings, and towards the payment of the constables, and of all other expenses not herein otherwise provided for which shall be *necessarily incurred in carrying into effect the provisions of this Act; and in case the borough fund shall be more than sufficient for* the purposes aforesaid, the surplus thereof shall be applied, under the direction of the council, for the public benefit of the inhabitants and improvement of the borough." If the fund is insufficient, a rate is raised under the same section. The various Local Government Acts, whose number has increased so rapidly of late years, have conferred rating powers upon local governing bodies, with similar restrictions as to the objects of expenditure. Now we may dismiss the case of those few happy boroughs which, like Liverpool for instance, have always a surplus without the aid of rates, and in which, therefore, the Town Council have, under the section just cited, a large, but, as will be seen from the late case of *Reg* v. *Town Council of Liverpool* (20 W. R. 389), by no means unlimited, discretion as to its application. The ordinary case is that in which rates are needed, and then the application of the borough fund is strictly limited to the purposes specifically enumerated, and other expenses *necessarily incurred* in carrying out the purposes of the Act. In the case of other governing bodies similar restrictions exist under similar Acts.

One of the most frequent attempts made by corporations has been to make the ratepayers liable for the expense of promoting or opposing, as the case may be, bills before Parliament, railway bills, water bills, gas bills, and so on. But such expenses have always been disallowed as being, however beneficial, still not necessarily incurred for the purposes of the Municipal Corporation Act. The last case in which this was so held is, as far as we know, *Roberts* v. *Mayor of Sheffield* (19 W. R. 1159). A bill has been brought into the House of Commons by Mr. Leeman to alter the law in this respect. He proposes to empower any governing body to charge the borough or local funds, in other words the ratepayers, with the expenses of promoting or opposing any local or private bill, if it shall seem good to an absolute majority of the governing body to do so, subject only to a restriction as to amount where the population of the district is less than three thousand. Now it must be conceded that in some cases the general interest of a town or district has been sacrificed to that of a few enterprising individuals, for want of any recognised body able to intervene effectually before Parliament for the protection of the public. But when we consider the mode in which governing bodies are too often found to do their work or leave it undone, the class of men of whom they are too often composed, the corruption which unquestionably attends many municipal elections, the enormous expense and, at the same time, the strong fascination of parliamentary campaigns, and the rich plunder often picked up in the course of them, it does seem to us most dangerous to place in the hands of governing bodies, practically without restriction, the enormous powers which Mr. Leeman proposes. We are far from condemning his proposal *in toto*; but, as it stands, without any provision for control or appeal, we think it dangerous in the extreme. The subject is one well deserving the attention of all ratepayers.

THE BREAK-UP of the Erie ring in New York and the exposures following upon it have damaged many reputations; and the lawyers have not escaped. As far as the New York bench is concerned, we have learned nothing new. The relations between certain judges upon that bench and the gang of unscrupulous speculators who have so long duped the honest Erie shareholders has all along been perfectly well known. And that on the fall of the ring those judges should fall with it might have been anticipated. But there is one name which few in England expected to hear of in connection with the Erie ring. No practising lawyer in America is better known or has enjoyed a higher reputation in England than Mr. David Dudley Field, the author of the New York Code. It is a little startling to learn that Mr. Field and his partners have been the legal advisers and agents of the Erie ring throughout the whole of their proceedings. Now we all know how unjust it would be to confound a lawyer with his client. We all know that cases occur daily in which an honourable man is, not only justified in acting, but bound to act on behalf of a disreputable client. We all know too that a lawyer is often placed in a painful position, from which other men commonly escape, inasmuch as he cannot offer the explanation of his conduct which he would desire to do, lest he should violate professional confidence. There is no class of men, therefore, whom it would be more unfair to judge by appearances, still more from rumour. But, having regard to the statements which have appeared in the American, and been reproduced in the English, newspapers, it is greatly to be hoped that Mr. Field's firm may be able, consistently with professional duty, to give such an explanation of the circumstances as may remove the disagreeable impression which has been produced.

A FEW MONTHS AGO we mentioned (15 S. J. 861), a then in preparation, a return from the county courts of the number of plaints entered for sums of 40*s.* and less, dividing that number into several sub-divisions, down to plaints entered for less than 1*s.* We commented last week on the bill brought in by Mr. Bass, based on this return, and which he proposes to call the "Limitation of Credit Act, 1872;" and our readers will find the subject fully treated of in the letter of a Metropolitan County Court Judge which we print this week. That the bill can possibly become an Act probably its author believes as little as anybody; but it will be interesting to inquire for a moment what such an attempt as his costs. In the first place, an elaborate *form* is sent to each of the 600 or 700 county courts. At least that number of clerks are employed, dividing and sub-dividing the contents of their books, and the results are sent to the treasurers, whose clerks again manipulate the figures. These, again, are sent to the Treasury, where the whole are compiled into that imposing and infallible thing called a "parliamentary return," in which every Englishman believes as fervently as in Holy Writ. The printer then takes the document in hand, and produces thirty-six pages of well-printed and elaborate workmanship, which

are distributed gratis all over the country in large numbers. Thus, little short of a thousand people must have been employed at a cost of probably quite £300, to enable a member of Parliament to produce a feeble, abortive, and, if not abortive, a thoroughly mischievous bill. Nearly £40 per line is the price the nation pays for these eight lines of folly.

THE COURT OF CHANCERY FUNDS BILL, a petition against which from the Metropolitan and Provincial Law Association appeared in our last number, was read a second time in the House of Commons on Thursday evening by a considerable majority. The main principle of the bill—namely, that the administration of the funds in the Court of Chancery should be transferred from the special officer hitherto charged with it, the Accountant-General, to the department of the Paymaster-General, must therefore, as far the lower house is concerned, be taken as affirmed. It is said that a substantial economy will be thereby effected. If so, so much the better. The security afforded to the suitors will of course be ample, for the State will be directly responsible for the moneys. And those who do not elect to invest the funds to which they are entitled will receive two per cent. interest upon the amount, instead of receiving nothing, as at present.

But the question as to all such measures as this is the practical one—How will it work? And to this point it is important that attention should be directed during the further progress of the measure through Parliament. The first and second objections taken to the measure by the Metropolitan and Provincial Law Association seem to us very important, if not necessarily as substantial objections to the measure, at any rate, as pointing out matters upon which the utmost caution is requisite. It is of primary importance that the direct, easy, and effective control of the Court over the funds with which it has to deal, the keeping of all accounts relating to them, and every other detail connected with their management, should be maintained intact. And, to secure the same end, we think there is much force in another suggestion contained in the petition, namely, that rules and orders under the proposed Act ought not to be made by the Lord Chancellor and the Lords of the Treasury alone, without the concurrence of the Equity judges. It would be very unfortunate if occasion were ever given for a suspicion that rules affecting moneys in Chancery were made rather to meet the exigencies of the Government than the interests of the suitors.

LORD WESTBURY, a little time ago, made a suggestion in the House of Lords to the effect that the Courts of Quarter Sessions in Ireland, which are presided over by barristers as paid chairmen, and have a considerable civil jurisdiction in common law cases, as well as under the Land Act, should be invested with the equitable and other jurisdictions of the English county courts. And the Lord Chancellor for Ireland intimated that a bill had been prepared for the purpose of giving the civil bill courts an equitable jurisdiction, though he did not state its proposed limits. In various quarters there does appear to be a desire amongst those interested that the jurisdiction of these courts should be extended; though how far that desire is general we have not the means of judging. It ought to be borne in mind, however, when the analogy of county courts is sought to be applied to the civil bill courts, that there are very material differences between the two classes of courts. The professional chairman in Ireland holds a position of considerable social importance; he receives a salary not much inferior on the average (judged by the lower standard of all judicial salaries in Ireland) to that of a county court judge; and he is not required to give up practice at the bar. There ought, for these reasons, to be no difficulty in securing the services of a class of men decidedly superior to the average of county court judges, and therefore it might seem that the courts could with the greater safety be entrusted with extended jurisdiction; but, on the other hand, extended jurisdiction will involve greater time devoted to judicial labours, and will therefore make the best men the less willing to accept the post. Again, the civil bill courts do not sit with anything like the frequency of the county courts, nor in anything like the same number of places; and therefore, while the boon to suitors of rapid and easy justice may not seem so great as that offered by the county courts, it ought to be easier to secure a competent class of advocates, and those other aids without which the law can never be well administered. Another marked distinction between the civil bill courts and the county courts is in the matter of appeals; the appeal from the civil bill courts lying to the judges of assize, and heard on circuit, instead of lying to the courts in banco, and heard at such remote period as its position in the special paper may determine.

We advert to these differences because, useful as the experience of one country may be to another in suggesting improvements of its judicial system, there is great danger of hasty reasoning in such matters; and when the working of the civil bill courts is cited as bearing upon questions connected with county courts, or the experience of county courts as applicable to the civil bill courts, as we so often hear done of late, the very material difference between the two classes of courts ought never to be overlooked.

IT IS SAID THAT THE OFFICE of Queen's Advocate is to be abolished. As long as there were separate courts, in which civilians alone practised, and therefore a separate college of advocates at Doctors'-commons, it was natural, and indeed necessary, that the Crown should have its standing representative in the civil law courts, chosen from among the members of Doctors'-commons. But with the abolition, or throwing open to the whole bar, of the old courts, and the abolition, for all practical purposes, of the faculty of advocates, any necessity on this ground for the maintenance of the old office ceased to exist: and for many years past the most important part of the Queen's Advocate's duty has been to advise the Crown upon matters of international law. But the value of the office for this purpose has been much lessened by the fact that, with a few exceptions, notably in the case of that very able lawyer, Sir John Harding, the post has always been filled by very inferior men. And, in fact, upon all really important international questions, the Government has long been advised by the Attorney and Solicitor-General as well as by the Queen's Advocate.

We are inclined to think that the work would be at least as well done as heretofore, in either of two ways; either by transferring the whole of the Queen's Advocate's duties to the ordinary law advisers of the Crown, affording the Attorney-General, if necessary, an extra "devil," or junior; or by appointing an efficient standing counsel to advise the Foreign Office upon all questions of law, with power to resort to the Attorney and Solicitor-General in cases of special importance.

ESTATES *PUR AUTRE VIE.*

A tenant for life, in legal accuracy, is either one to whom lands are letten for term of his own life or for the life of another. Though as early as the time of Littleton we learn that, by common speech, he who held for term of his own life was called tenant for life, and he who held for term of another man's life was called *tenant pur terme d'autre vie* (Litt. sec 56). With regard to this latter kind of life tenancy, *pur d'autre vie*, there arose, out of the feudal principles of tenure, and the doctrine of the necessity of there always being a tenant of the freehold to perform the services due in respect of the land, this peculiarity, that if a lease were made to A. for the life of B., and A. died during

the life of B. (the *cestui que vie*), the first person who entered should hold the land during the life of B., and was called an *occupant*. As this doctrine rested upon principles of tenure, it had no application to cases which were not governed by the rules applicable to freehold corporeal hereditaments. So that rents and other things which lay in grant were not liable to occupancy, and as *nullum tempus occurrit regi*, no man could gain a title by occupancy against the king in any land in which the king had a title, because the very fact of occupation implies a priority of time in the taking possession which, as against the king, could not be admitted (Co. Litt. 41 b.). As the freehold of copyholds is in the lord, it seems, too, there could never be occupation, in the general sense, on the death of a copyhold tenant *pur autre vie*; the legal right would in such case, it should seem, be vested in the lord (Co. Litt. 41 b. n. 3, *Zouch* v. *Forse*, 7 East. 186).

Our law, it seems, always admitted of special occupancy in a freehold estate where the heirs were named as persons to succeed the original donee in the enjoyment of the limited interest less than the fee originally granted; and this doctrine appears to have prevailed so far that even each *heir in tail* could, in legal intendment if necessary, be deemed a special occupant of the *feodum talliatum*, or restricted estate, comprised in the grant of a *fee tail* (Co. Litt. 22 a. n. 3).

It was the opinion of the Lord Chief Justice Vaughan that the person who acquired, in our law, the name of a special occupant, took a descendible freehold by virtue of the original grant, and by *descent*. In support of this he cites from Bracton to show that, under the old law, an assize of Mort d' Ancestor would have lain by the heir of a grantee in a grant to him and his heirs *pur autre vie* (Vaugh. 201). The same learned judge appears also to conclude that the *general* occupant became entitled to the land on which he entered, not by virtue of an imputed ownership of the remnant of the estate conferred by the original grant, but because he entered upon a vacant possession, and the law immediately cast the freehold upon him *because of the possession*, such freehold being defeasible whenever the person making title, after the time of the original donation was spent, should assert his right (*Holden* v. *Smallbrooke*, Vaugh. 187, *et seq. passim*).

Legislative interference has, in modern times, rendered the doctrine of *general* occupancy of little importance, for by the Statute of Frauds and other enactments before the Wills Act, 1 Vict. c. 26, and *now* by the latter statute (secs. 3 & 6) provision is made for the disposal by will of all such interests, and the destination of the property is now also provided for in case of intestacy (section 6), the general result being according to the case hereinafter referred to (*Chatfield* v. *Berchtoldt*, *infra*), that where there is no special occupant of an estate *pur autre vie*, it is applicable by law in the same manner as personal estate.

The nature of an estate *pur autre vie* has still, however, something more than an antiquarian interest. It invites the consideration of those distinctions which are important to be remembered in regard to the gradation and value of estates of freehold. Thus it has long been an axiom of our law of real property that an estate for the life of a man is of more value *to him* than an estate for the lives of any number of other persons. This is illustrated by the law of Merger. Generally, it is clear that in the case of *successive* estates, a life estate in A. for the life of B., or of B. and twenty others, followed immediately by an estate to A. for his own life, the former estate would merge in the latter (3 Prest. Con. p. 406). There is, however, an important distinction where the grant is for the life of the lessee and of some others, there the limitation gives only *one entire and undivided estate*, and not several estates. (3 Prest. Con. pp. 58, 230, and 404, *Utty Dale's case*, Cro. Eliz. 182, *Rosse's case*, 5 Rep. 13). The consequence of this doctrine of *one estate* with several limitations being formed, seems to be that the tenant for the lives of himself and others, could not grant away the estate *pur autre vie* to take effect after his own death (Co. Litt. 184, b. n. 2).

These doctrines are illustrated by a recent case which has occasioned a marked divergence of judicial opinion. Under the will of the late Marquis of Hertford, a rent charge of £700 a-year was given (after a life estate in S.) to the three daughters of S. in such terms as were held to give to each daughter an estate in the rent-charge as tenant in common, for the lives of herself and two other sisters and the longest liver. By the 36 Geo. 3, c. 52, s. 20, it is declared "that estates *pur autre vie* applicable by law in the same manner as personal estate, shall be chargeable with the duty thereby imposed as personal estate." One of the daughters who, at the date of her will and death was domiciled in Hungary, made her will in 1850, and devised her annuity to trustees for the benefit of her sisters. On her death administration of her estate (of which she had power, notwithstanding coverture, to dispose) was granted in England, and the Crown claimed duty on the annuity as having (though real estate) been, by the special enactment, made liable to legacy duty, and that being by its nature realty (though specially liable to the duty) it could not, under the general doctrine of personal estate following the law of the domicil of the testator, be excused from the payment of the legacy duty. Vice-Chancellor Bacon, however, held that the claim of the Crown must fail, for this was not an estate *pur autre vie* which was a technical expression known to the law, because, although it was an estate for the lives of others, it was also *for the life of the grantee herself*, and in accordance with the authorities he must hold this not to be an estate *pur autre vie*, and not effected by the Acts of Parliament dealing with each estate. His Honour's view also was that if his opinion on this point had been otherwise, the statute law made such an interest for this purpose *personal* estate, and the domicil of the testatrix and the legatees being Hungarian, no duty was payable (*Chatfield* v. *Berchtoldt*, 20 W. R. 53).

On appeal before the Lords Justices (20 W. R. 401) this strict technical view was repudiated, and it was, in effect, held that wherever the Legislature had used the term *pur autre vie* it must be intended to include that species of estate, even though it might be involved in and by way of several limitations, conjoined to an estate for the life of the grantee, and that it was not so far merged in this technically greater estate, but it might, in legal contemplation, subsist after the death of the grantee, *quasi proprio vigore*, and so obviously fulfil the description of an estate *pur autre vie* for the purpose of attracting the fiscal imposition that a contrary contention would be an outrage upon common sense.

The Court of Appeal appeared to feel no difficulty in the circumstance that the construction adopted comprised within Lord Coke's second category—viz., that of estates *pur autre vie*, a class of cases which Coke had expressly ranged under a third and distinct class—viz., those of estates for term of a man's own life *and* for another's, and pointedly distinguished them from estates *in several degrees*: *e.g.*, an estate to A. for his own life, remainder to him for the life of B., in which case there would have been no merger, and no ground to contend that duty would not be payable on the estate for life of B. (Co. Litt. 41 b.) Nor does the fact that a fiscal burden was imposed on the subject by the construction adopted, appear to have weighed with the Lords Justices, their view of the legal effect of the language employed being, apparently, too clear to give any scope for such a consideration.

The opinion of the Court of Appeal on the other branch of the proposition submitted by the Crown—that the case did not fall within the doctrine of the

immunity from legacy duty of the mere personal property bequeathed by a foreign-domiciled testator—was also adverse to that held by the Vice-Chancellor; consequently, the Crown succeeded in the claim for legacy duty.

CONDITIONS IN CONTRACTS EXCUSING NON-PERFORMANCE.

Two cases, arising out of the late Franco-German war, have furnished important decisions on the effect of conditions in charter-parties excusing non-performance. In *Grissel* v. *Smith*, 20 W. R. 332, the question arose upon an English charter-party, the shipowner excusing himself from loading a cargo to be carried to a blockaded German port, under the clause which exempts from performance, where performance is prevented by "acts of the Queen's enemies, and restraints of princes and rulers." It was a novel and somewhat surprising contention, that the latter words were to be limited to restraints by the Home Government. Both the words themselves, and the context in which they stand, are so much opposed to this restriction of their meaning, that it is difficult to suppose the argument was seriously urged. The clause thus clearly applying generally to hindrances created by this *vis major* of political societies, the more important question arose—what is the effect produced upon the obligation of the parties by the occurrence of such a restraint? That so long as such a restraint actually renders it impossible to proceed with the performance the party on whom the performance lies is excused, is clear; as, for instance, if a ship is detained by an embargo or a blockade, the shipowner cannot be sued for not proceeding to sea, or for not running the blockade. The case of *Hubbard* v. *Tonteng*, 3 Bos. & P. 291, cited by Blackburn, J., also shows that if the restraint lasts so long as to frustrate the object of the adventure, the parties are absolved from performance; or rather, perhaps, are respectively entitled, on giving reasonable notice, to retire from the contract, each party having an election to avoid on the ground of the disappointment, by the excepted *vis major*, of his own purpose and prospects. Now where it appears, at the termination of the restraint, and not before, that the object of the adventure is frustrated, the case is simple. But this fact may become apparent at some earlier time, and there also the reason of the principle would equally entitle the disappointed party to retire from the contract as soon as the fact becomes certain; and the question might arise, whether he was not bound, within a reasonable time of his becoming aware of this fact, to give notice (if practicable) to the other side, so as to leave him free for other engagements; and whether, if he did not do so, he would not be taken to have waived his right to determine the contract, so far as it depended on circumstances then known to him. A third case, however, may happen, where the restraint does not impede the performance of the thing which is next to be done in the course of fulfilling the contract, but will, if it continues, and continues for a certain length of time, make that step useless by preventing the subsequent steps from being taken; as where a ship detained in her port of loading is still able to load, but, *if* the embargo or blockade continues, will not be able to put to sea; or where a ship is free to load and to go to sea, but will not, *if* a then existing blockade continues, be able to carry her cargo to the port of destination. In these cases the point of time is not reached where it has become apparent that the object of the adventure is frustrated, but it is more or less probable that the object of the adventure will be frustrated by the continuance of an existing restraint. Is the party in such a case entitled to look to the reasonable probabilities of the case, and to decline performance where the ultimate issue will probably be frustrated? Or, if he does on such grounds, that is, on what is at the time a reasonable probability, decline performance, will he, if the event should turn out contrary to his reckoning, be liable? In *Grissel* v. *Smith* this case arose; the defendant, who had chartered his ship to the plaintiff to carry a cargo from Newcastle to Hamburgh, declined to proceed to Newcastle and load there, on the ground that Hamburgh was (during the late war) blockaded by the French fleet. The Court held that, under the protection of the exception, "restraints of princes and rulers," he was entitled to do so, and was not liable to an action for his refusal. The plea, upon the demurrer to which the argument seems chiefly to have turned, alleged expressly that "the ship could not have received a cargo, nor could the charter have been carried out and fulfilled within a reasonable time," except by running the blockade. It was not, therefore, necessary to determine whether a reasonable probability would alone have been sufficient to excuse the defendant, for the event had decided in his favour. But it may probably be taken that the reasonable probability would have sufficed. This is certainly the view taken by Cockburn, C.J. Blackburn, J., however, seems to have inclined to the view that if the blockade had been raised in time to allow of the performance of the contract, the plaintiff would have been entitled to say that the event had proved him right and the defendant wrong, and to sue the defendant. But it is not easy to reconcile this view with reason, nor with his own observation that the plea was not merely a plea to damages (and as such bad), but was a plea to the action. The refusal must surely be either a breach or not a breach at the time when it is made, and cannot have its character affected by matter subsequent. The damages would indeed depend upon whether the contract could or could not have been carried out, supposing the refusal to be a breach. And it would be, in many cases, impossible to avoid judging to some extent by the event, whether there was or was not at the time of refusal such reasonable probability as justified it. But the event by itself would not have justified the refusal if the refusal had been unreasonable; for then at the time of the refusal the other party would have been in the position of a person entitled to act, and bound to act, on the assumption that the contract would be carried out. If, then, the reasonableness of the refusal would not justify it at the time, it is hard to see how the two put together should have that effect.

If it is allowed that the reasonable probability of ultimate failure (either independent of or coupled with a corresponding event) justifies the refusal, there is nothing to be said in favour of the attempt to separate the different parts of the performance; there is no more reason to compel the performing party to perform a single act which can be completed (a loading) than to compel him to go on to the moment when the actual restraint begins to operate. By changing the point of time a difference is made in the materials upon which the judgment of reasonable probability is to be founded, and this may affect the right of forming a judgment at that time; but if in fact sufficient materials exist for forming the judgment, and the judgment is rightly formed on those materials, it would be frivolous to compel the party to go on with a performance, the completion of which is properly judged to be hopeless.

That a reasonable judgment, even without a corresponding event, would justify the refusal, derives considerable support from the case of the *Teutonia* (20 W. R. 421). There the shipowner was under the obligation to carry the goods to any *safe* port within certain limits which the charterer should name. On the eve of the Franco-German war the charterers directed the ship, which was a German ship, to a French port. At the time when the direction was given, and also at the time when the ship arrived at that port, it was a safe port; the Privy Council, overruling on this point the judgment of the Court below, holding that a state of war did not then exist. But from information received by the captain on his arrival outside the port, he reasonably supposed that war had already been declared, and he

accordingly returned to the Downs. The Privy Council held that he was justified in so doing, and therefore decided in effect that he was bound to carry out the contract in a reasonable way, and that as it would have been unreasonable to enter a port which he had good ground for supposing to be a hostile port, his not entering it was no breach of the contract. Here the limitation contained in the word "safe" was similar to that contained in the exemption relating to "restraints of princes," and if the reasonable, but as the event proved, untrue judgment that the port was not safe, justified the captain in not entering, it would seem that the reasonable judgment that the existing restraint would prevent performance, ought equally to justify a refusal to proceed with the contract.

The case of the *Teutonia* therefore seems to carry the matter one step further than *Grissel* v. *Smith*, and to be scarcely reconcileable with *Atkinson* v. *Ritchie* (10 East, 530), which was cited in the argument, but is not referred to in the judgment. In both the *Teutonia* and in *Atkinson* v. *Ritchie* the defendant was protected in respect of *restraints of princes*; in neither was a restraint actually existing at the time when the defendant ceased to continue the performance of the contract; in both the information acted upon was reasonably credible, in the once case information of the existence of war given by a pilot of the port approached, in the other information of an embargo given by the British consul at the port of lading; in both cases the information, though good and probable, turned out to be erroneous; yet in the former case the master was excused for delaying until performance became, in fact, impossible, by war being really declared; in the latter the putting to sea to avoid the embargo made the shipowner liable to an action for breach of contract. In the latter case Lord Ellenborough says (at p. 534) "the restraint meant must be an actual and operative restraint, and not merely an expected and contingent one, as this at most only was." In *Grissel* v. *Smith* the restraint was not "actual and operative" with respect to what was immediately to be performed; it would only become so if it continued up to the time when the subsequent step was to be taken. In the *Teutonia* also it was not actual and operative at the time when performance was declined, and if, instead of being then arrested, the performance had been continued, the contract might have heen fulfilled. The only distinction between the *Teutonia* and *Atkinson* v. *Ritchie* is in the *matter* of the information received; in the former it was information of an *existing* restraint, in the latter of a restraint supposed to be immediately *impending*. But this again does not affect the actual possibility of performing the contract consistently with the exception; it only affects the state of mind of the captain, and it seems scarcely reasonable that a false but reasonable belief in the existence of a restraint should excuse, more than a false but equally reasonable belief in its proximate occurrence. It seems doubtful whether the authority of *Atkinson* v. *Ritchie* is not somewhat shaken by the decisions in *Grissel* v. *Smith* and the *Teutonia*.

With respect to *Pole* v. *Cetcovitch* (9 W. R. 279, 9 C. B. N. S. 430), it is to be observed that although in the *Teutonia* their lordships answer one of the grounds on which it was distinguished by the counsel for the appellants distinguished the case, they take no notice of the other, namely, that in that case the danger which made the captain pause was an actually existing one.

A return just published shows that the total number of electors on the Parliamentary registers in cities and boroughs in England and Wales is 1,250,019; in Scotland, 171,912; in Ireland, 49,025—total, 1,470,956. The total number of municipal electors in England and Wales is 925,032; in Scotland, 161,462; and in Ireland, 14,671—total, 1,101,165 The total number of county voters in England and Wales is 801,109; in Scotland, 78,919; in Ireland, 175,439—total, 1,055,467.

RECENT DECISIONS.

EQUITY.

SOLICITOR—SCHOOL BOARD—TAXATION.

Re H. B. Jones, M.R., 20 W. R. 395.

The decision of the Master of the Rolls in *Re H. B. Jones*, that the charges of a solicitor for acting as returning officer at the election of a School Board were taxable under the Attorneys' and Solicitors' Act, is just now one of peculiar interest to the profession, owing to the circumstance that a solicitor is almost invariably the returning officer in school districts where there is no corporate body, it being the practice of the Education Department in such cases to send the requisition to the Clerk of the Union, who is usually a solicitor, and who is thus constituted the returning officer. In the abstract it may be a question how far the charges of a solicitor acting in the above character are taxable; for it is well settled that the statute does not authorise the taxation of every bill of a solicitor for every species of employment in which he may happen to be engaged; as Lord Langdale, M.R., explained in *Allen* v. *Aldridge* (5 Beav. 401), where he held that the fees of a steward of a manor, who is a solicitor, but acts in the character of steward only, are not taxable. This particular case, however, was decided on the ground that Mr. Jones had constituted himself the solicitor of the Board. If he had charged a lump sum for his services, the question could not well have arisen; but, after throwing his charges into the shape of an ordinary bill of costs, it did not lie in his mouth to deny that the relation of solicitor and client subsisted between him and the School Board.

COMMON LAW.

MARINE POLICY—CONCEALMENT—EFFECT OF SIGNING SLIP.

Cory v. *Paton*, Q.B., 20 W. R. 364.

The construction put upon 30 Vict. c. 23, in *Ionides* v. *Pacific Insurance Company* (L. R. 6 Q.B. 674), has given rise to a new question. The statute, as there construed (according to Blackburn, J., in the present case), "repealed all those Acts which had ordered that the slip was not so much as to be looked at in a court of justice, and put it on a footing very similar to that of an unsigned memorandum of a contract within the Statute of Frauds, or a lease for more than three years not under seal, viz., that it was void, and not enforceable at law or in equity, but might be given in evidence wherever, though not valid, it was material." This result made it possible to raise the question whether the assured is bound to communicate to the underwriter circumstances which first came to his knowledge after the signing of the slip. The end and purpose of such communication is to enable the underwriter to form a judgment whether and on what terms he will take the risk. The duty to communicate therefore necessarily terminates where the obligation to the risk begins. Where that obligation is already incurred, further communications would be useless; no further act of judgment then remains to be performed. When, then, does this obligation begin? No *legal* obligation begins until the policy is executed; until that time the underwriter is free to take or to refuse the risk. But there is a prior period when the parties are accustomed to consider themselves morally, though not legally, obliged, and the question is, can the coming into being of this moral obligation be considered as terminating the duty to communicate? Now the duty to communicate is one which exists entirely for the benefit of the underwriter. The communication is no part of the contract; it is an element in the negotiation for the contract, and a collateral condition of its validity. It is as if the underwriter said, "If you will tell me all you know about this matter, I will enter into a contract with you." He may then waive his right to have the communication made, and say, "My sources of

information are as good as yours; I will take the whole inquiry on myself, and you need not trouble yourself to give me any information;" and if he did so he could not afterwards complain that he was kept in the dark. It would be the same if he were to say, "You must communicate to me anything you know until I have made up my mind and signed the slip; but after that you need say no more." The question is, whether the universal practice by which underwriters treat the bargain as fixed and concluded by the signature of the slip does not amount to saying this?—whether he does not in effect say that he will disregard anything that happens subsequently, and will, notwithstanding it, give the other party a legal contract; and whether by thus in effect telling him that he will disregard his communications, he does not also tell him in effect that he need not make them? The Court have decided that this is so. It is to be observed that the only thing which prevented this question from arising before was that, until the recent statute, the slip was absolutely excluded from evidence, and, being a written document, its contents could not be proved otherwise.

HUSBAND AND WIFE—SEPARATE USE—MONEY HAD AND RECEIVED.

Jones and Wife v. *Cuthbertson*, Q.B., 20 W. R. 381.

Unless it were to be held that a wife cannot be joined with her husband in suing upon a promise made to them jointly, when the whole consideration proceeds from the wife (a proposition, the contrary of which is abundantly established by authority), it is difficult to see how this case could have been decided otherwise. The substance of the case was that money was received on the security of the wife's separate estate, partly for the benefit of the husband, and partly for the purpose of effecting improvements on the wife's property; the husband and wife jointly authorised the solicitor who negotiated the loan, and knew the whole transaction, to receive the money, and the solicitor thereupon claimed to retain a part of the sum so received, to satisfy a debt due to him from the husband. The husband and wife now sued to recover this sum as money had and received to their use. The defendant pleaded never indebted and set-off. On the first plea he would be entitled to succeed as the record stood, if the husband and wife could not be joined in the action. On the second plea he could not succeed at all, the action being in fact brought jointly (Leake on Costs, 551.) The whole question, therefore, really was, whether the wife was rightly joined, and this seems to have been the view of the plaintiffs' counsel, who contented themselves with citing *Phillisbrick* v. *Pluckwell* (2 M. & S. 393). Certainly if there was not a contract with the wife, she was wrongly joined, and the defendant was entitled on the record as it stood to amend. If there was, then, as the wife was at least as much the meritorious cause of action as in *Nurse* v. *Wills* (4 B. & Ad. 739, 1 A. & E. 65), she was rightly joined, and the defendant failed in his plea. Money had and received lies where one has received money under circumstances which create an obligation to pay it over to another. To whom that obligation is due must depend upon the circumstances. The circumstances may show an express, or an implied, or a feigned, or *quasi*-contract, but where there is ground to imply a true contract (whether express or implied) there is no reason for resorting to a feigned or *quasi*-contract. Was there not here ample ground to imply in the defendant, who had accepted a joint authority to receive the money, and who knew the peculiar nature of the transaction, a contract with both husband and wife in respect of a matter in which the wife was the meritorious cause? It seems so; and this would appear a clear and sufficient ground for the judgment. Moreover, such a contract *must* have been implied to enable the Court to give judgment *for* the plaintiffs, for it would have been impossible for husband and wife to maintain an action at common law, on the ground of property. The Court, however, seems to have been embarrassed by the suggestion that the money had by some magical process become the property of the husband, and it is with this difficulty that their elaborate and not very lucid judgment appears to struggle. But with respect to a sum of money in the hands of another (except in the peculiar cases where trover will lie), property, in its sense of ownership of a specific thing, is quite out of the question; the obligation, whether asserted in the form of money lent or money had and received, is only a debt, and the question is, to whom the debt is due. The debt is due to the person to whom the obligation is entered into, and that is a question of fact. In the passage cited from Roper, the receipt of the debt due to the wife by an agent under the joint authority of husband and wife is (in conformity with the cases) held to create a debt in the agent to the husband, because that is the natural inference under the law which endows the husband with his wife's chattels, and the necessary inference, where the wife does not furnish a consideration, and the husband, having now got his own private debts, is described as having effected a reduction into possession. In respect of the payment by the original debtor to a duly authorised person *he* is discharged; in respect of the receipt by the agent *he* becomes a debtor to the person with whom he contracts; and if he contracts with the wife in respect of a matter in which a consideration moves from her, the contract is one on which husband and wife may join in suing; he becomes a debtor to both. Here, then, there was no difficulty in saying that the defendant, who had been employed by the wife in a matter relating to her separate estate, and who had under her authority received a sum of money raised upon it, had contracted with her, and become her debtor for that amount. The debt was the only property; and that debt, though recoverable by the husband in his own name, was also recoverable by him, suing jointly with his wife. When, therefore, the Court say that the receipt by the agent "could not under the circumstances operate as a reduction into possession by the husband," it must be meant that the agent had, under the circumstances, constituted himself debtor of husband and wife, jointly; not that the husband could not have sued alone (and so let in the set-off), which would be contrary to *Sloper* v. *Cottrell* (6 E. & B. 497), and *Bird* v. *Peagrum* (13 C. B, 639), and, indeed, to all the cases. But what is meant by the observation that follows, to the effect that the husband could not have reduced the debt into possession, it is impossible to understand; for whether it refers to the covenant of the mortgagee to pay the instalments (if there was such a covenant), or to the obligation of the soliciror to hand over the money, it is clear that, so far as law is concerned, the husband could have sued alone, whether the obligation was made to husband and wife jointly, or to either of them separately.

SERVICE OF WRIT ON FOREIGN CORPORATIONS.

Newby v. *Van Oppen and Colt's Patent Firearms Manufactory Company*, Q.B., 20 W. R. 383.

This case is one of the greatest importance in practice, and its importance is not diminished by the fact that the decision is inconsistent with that arrived at by the Court of Common Pleas in *Ingate* v. *Austrian Lloyd's Co.* (6 W. R. 659, 4 C. B. N. S. 704). The Court there held that section 19 of the Common Law Procedure Act, 1852, which authorises the service of a writ on a foreigner abroad, had no application to the case of a foreign corporation. They founded their decision on the assumption that a foreign corporation could not have been sued before the Act of 1852; but to conclude from this that the Act did not apply was unsound reasoning. It could not be sued, because it was only by the cumbrous fiction of outlawry that any one beyond the jurisdiction could be sued in the English courts. But to outlaw a corporation was impossible, and thus, for defect of process merely, not for want of jurisdiction, the foreign corporation could not be sued. The 19th section provides for service on

foreigners beyond the jurisdiction, and by the interpretation clause of the Act its terms are broad enough to include corporations; the section, therefore, appears to remove the difficulty caused by defect of process. But it was argued that this could not be, because the 16th section, which made special provision for service on corporations, did not apply to foreign corporations. This was very strange reasoning. No one supposes that an English corporation could not have been duly served without the assistance of section 16. Why was it to be concluded that these special regulations facilitating service in certain cases were to read as excluding every kind of service where they did not apply? Again, it was urged that the constitution and incidents of a foreign corporation were unknown to the Court; but the same reason would exclude the foreign corporation from suing, which, however, it clearly does not. The Court can be informed by evidence of these matters of foreign law as well in the one case as the other. Without canvassing in detail the reasoning of the Court of Common Pleas in *Ingate* v. *Austrian Lloyd's Company*, the Court of Queen's Bench have now, on the broad principle that those who can sue are also suable, decided that a foreign corporation may be sued, or have at least declined to set aside the service of the writ.

But to arrive at this decision a second question had to be determined of almost equal consequence, whether, namely, the corporation was or was not to be considered as resident in England. The defendants' manufactory and the main seat of their business were in America, and they existed as a corporation by virtue of American law; but they had also a place of business in England. Thus the same question presented itself as in the case of *Maclaren* v. *Cannon Iron Company* (3 W. R. 597, 5 H. L. 416), where the House of Lords (that is, Lords Cranworth and Brougham) held that the defendants, a Scotch corporation, were not resident in England, but had only an agency for the sale of their goods here; but Lord St. Leonards dissented from this view; and held, in the first place, that a corporation might for this purpose have several residences and several jurisdictions; and, secondly, that in fact the defendants did reside in England. The Court of Queen's Bench have adopted Lord St. Leonards' view of the law (from which, as they observed, the other lords did not dissent), and have further held that the state of facts does here exist which Lord St. Leonards held to exist in *Maclaren* v. *Canonn Iron Company*. The effect of this decision was that the head of the English branch of the defendants' business was, by virtue of section 16 of the Common Law Procedure Act, 1852, the proper person to be served, and the service which had been effected on him was therefore held good.

COURTS.

MIDDLESEX SESSIONS.

April 3.—Mr. Frederick Mead addressed the Court, and said he had to apply on behalf of Mr. Mead, a solicitor residing at Chelsea, for leave to prefer a bill of indictment against the Earl Codogan for a nuisance. He made the application at the request of the Clerk of the Court, who wished for instructions, as there had been no preliminary inquiry before a magistrate, and in the opinion of that gentleman the indictment disclosed no offence at law.

The Judge asked what was the nuisance complained of?

Mr. Mead said that Earl Cadogan had taken away the fences of a large piece of land at Chelsea, of which he was the owner, near Chelsea Hospital, lying between Flood-street and Smith-street, and called the "Manor Estate." The nuisance had existed for many months, but it reached its culmination on Easter Sunday, when about a thousand roughs were assembled, who were fighting, rioting, swearing, tossing, with the accompaniment of swings, throwing at cocoa-nuts and bottles, and other practices such as are observed at fairs and races. The attention of Earl Cadogan had been drawn to this by letter and through his solicitors, and nothing had been done to abate the nuisance.

The Judge said he would allow the case to go before the grand jury, but before doing so he directed that the grand jury should come into court. Having done so, the learned Judge called their attention to the fact that the bill had been preferred against a nobleman by some persons who had not thought fit to submit the charge to a magistrate, and he thought they would have little difficulty in dealing with it.

The grand jury then retired, and after a short absence returned a true bill against Earl Cadogan for a nuisance.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before Mr. Registrar HAZLITT, acting as Chief Judge.)

March 21.—*Re Oliver.*

An infant became surety for her father for payment of £120, *and upon attaining her majority satisfied the debt.*

Held, that she was entitled to the benefit of an annuity settled upon her by her father in consideration of the suretyship.

The 91*st section of the Bankruptcy Act*, 1869, *has no application to conveyances executed by non-traders.*

This was an application on behalf of the trustee under the bankruptcy of Mr. Oliver that an annuity of £50, granted by the bankrupt under an indenture, dated 4th October, 1870, and contained in another indenture, dated 8th December, 1870, the latter between the bankrupt, his daughter, his son, and Joseph Pearce, might be reconveyed by Joseph Pearce to the trustee for the benefit of the creditors, and that Joseph Pearce should pay the costs of the application. The case was argued on the 8th of March, and the facts appear in the judgment.

Doria, for the trustee.

The *Hon. A. Thesiger*, for Pearce, cited *Bayspoole* v. *Collins*, 19 W.R. 363, and referred to the 5th section of the 19 & 20 Vict. c. 97 (the Mercantile Law Amendment Act). *Cur. adv. vult.*

Mr. Register HAZLITT now gave judgment.—The deed of the 8th December, 1870, is at once a mortgage to Pearce in respect of money advanced to the bankrupt at the time, and a deed of trust in favour of Mary Susannah Oliver and Edmund Molesworth, two children of the bankrupt, who are parties to the deed, both being at the time under age, and the son being still a minor. It recites (1) the annuity indenture of 4th October; (2) that the bankrupt, besides the annuity, is possessed of certain household furniture, goods, chattels, effects, and personal estate; (3) that the two children named in the indenture were entitled under the will of their grandmother, each to a third share of £530 upon their respectively coming of age; (4) that the father having occasion for £120, Pearce agrees to lend him that sum upon the security set forth in the indenture; (5) that the two children named "upon having the settlement made in their favour also contained in the indenture agree to join in these presents in manner therein appearing." Then the receipt by the bankrupt of the £120 having been acknowledged, the bankrupt, his son, and daughter, jointly and severally covenant with Pearce for the repayment of the advances, with six per cent. interest per annum, and next "for the consideration aforesaid" the father grants and assigns to Pearce—1, the annuity; 2, the household furniture, &c.; 3, all moneys and securities for money and all other his real and personal estate whatsoever and wheresoever absolutely upon trusts thereinafter expressed, and the son and daughter "for the consideration aforesaid" grant to Pearce their shares under their grandfather's will upon the like trusts. These trusts are to realise the several estates in such manner and at such time as Pearce shall deem advisable, and thereout to pay firstly the costs and expenses of and incidental to the trust, and secondly the £120 advance and interest. It is provided that in the meantime the father shall have the use and enjoyment of such of the estate as may from time to time remain unsold, or until the occurrence of any act or event whereby the right to such use or the benefit of the trust would become vested in some other person than the father,—immediately after such act or event the estate remaining is to be disposed of under the succeeding trust. This trust is subject to the preceding dispositions that Pearce shall stand possessed of the premises and all accretions and additions upon trust to pay and divide the same equally between the two children named, share and share alike. At the time of the execution of the deed the son and daughter were both under age. But endorsed on the deed is this memorandum, "Signed, sealed and delivered by the within-named Mary Susannah Oliver, on 22nd June, 1871, in the presence of Robert Pearce, solicitor,

Ipswich." At this date the daughter had attained her majority, and upon receiving her share under the grandmother's will she paid Mr. Pearce his £120 and interest, so that he has no claim in relation to that advance. The question is whether, Mr. Pearce having been repaid his £120, he can, having regard to the other provisions of the deed, be called upon to reconvey the annuity to the trustee for the benefit of the creditors, and in my opinion he cannot so be required. As for the creditors, I may observe in passing that substantially there is but one creditor, the trustee himself, whose debt arises out of the accounts between him and the bankrupt, who was his manager; the three or four other creditors are such in respect of but a few pounds. Mr. Doria cited cases in illustration of the recognised principle that infants are not bound on attaining their majority by an agreement made by or for them to their prejudice, while minors, unless they shall ratify the agreement when they come of age: *Milner* v. *Lord Harewood*, 18 Vesey, 259, and other cases. Here, however, the daughter on attaining her majority ratified, and as it seems to me sufficiently, the agreement, the agreement itself being one certainly not to her prejudice or to that of the brother, who when he comes of age will have to pay to his sister his proportion of the advance she has made out of her legacy in pursuance of the deed. Mr. Doria's contention that this was a voluntary settlement within the 91st section of the Act of 1869 does not seem to be admissible, for that section wholly relates to traders, and Mr. Oliver was adjudicated as a non-trader. It appears, upon the whole facts of the case and upon every consideration, that this was a settlement which the father was entitled to make in favour of the children named therein, and I therefore refuse the application with costs.

Solicitor for the trustee, *W. M. Tayler*.
Solicitors for Mr. Pearce, *Stocken & Jupp*.

GENERAL CORRESPONDENCE.

Small Debts in County Courts.

Sir,—A few days ago a letter reached me, bearing the fussy superscription O.H.M.S., and on opening it with the palpitation due to a missive from the Government, I found that it contained a bill, which had been "prepared and brought in" by Messrs. Bass & Fowler, and which was ordered by the House of Commons to be printed on the 13th of last month. This bill is a very little one, for, excluding mere formal matter, it is only seven lines long, as printed by Messrs. Spottiswoode; but it aims at a prodigious change of the law; and I very much doubt whether any measure has been presented to Parliament during the present session, which comprises less sense in fewer words. In confirmation of this opinion I would wish the bill to speak for itself. Its authors call it "A bill to abolish plaints in county courts for debts under forty shillings for goods sold and delivered," and they allow the public to call it (see section 2) "Limitation of Credit Act, 1872." With the view, as it would seem, of obtaining a favourable hearing from the Scotch and Irish members, a clause is inserted (see section 3) that "this Act shall *not* extend to Scotland or Ireland;" and the experiment, which is there confined to the "corpus vile" of the English labourer, is set out in the following ladguage:—

"No action, plaint, or suit, shall henceforth be maintainable in any court, to recover any debt or sum of money under forty shillings, alleged to be due in respect of any goods sold after the passing of this Act (other than medicines or medical or surgical appliances), unless such debt or sum of money shall be the balance still owing on an account which exceeded forty shillings, or shall have been *bona-fide* contracted at one time to the amount of twenty shillings or upwards."

Now let any sensible man sit down and calmly consider what this enactment really means. A vast majority of the people in England, as in every other country, are doomed to live by daily labour; and partly from competition and the consequent low price of wages as compared with provisions, partly from improvidence, and partly from other causes, it is a hard task with most of them to make the two ends meet. To add to the difficulty, in scarcely any trade or calling is the demand for labour continuous throughout the year. Some workshops are only full in the summer, some in the winter, and some employments are as variable as the winds and the waves, on which they depend. The practical result is, that comparatively few labourers can rely with any confidence on uniform weekly wages; but, as in the days of the Hebrew moralist, "bread is not to the wise, nor favour to men of skill, but time and chance happeneth to them all." Even those, who are fortunate enough to obtain steady employment, may at any time be left without resources through illness, or a strike, or a look-out, or a failure, or any other of the hundred accidents which are constantly occurring in life, and over which they can exercise no perceptible control. Then how are the embarrassments, arising from a fluctuating labour-market, met at present by the bread-winner of a family? So long as wages come in regularly, he pays his way, and when these cease, he goes to the neighbouring petty tradesmen—the baker, the grocer, the green-grocer and the milkman—and asks for credit till he can again obtain work. This request is generally granted without much demur, at least to a limited extent, for the tradesman knows that he can enforce his just claims in the county court, should his customer attempt to defraud him. Nor does any great evil arise from this system of partial and occasional credit. The creditor has little opportunity of defrauding his debtor, for every article bought, and not paid for, is, or at least ought to be, entered in the pass-book which circulates between the parties; and the debtor is seldom tempted to run up a needless score, for the items comprised in it are all, as a general rule, incurred for necessaries. No doubt it occasionally happens that abuses creep in. Some few reckless men, or the reckless wives of thrifty men, may be induced to buy what they do not want, when they know that the pay-day is put off to a "more convenient season"; and now and then, if the pass-book be forgotten or mislaid, a roguish baker will charge for a loaf that was never sent home. But these are quite exceptional cases; and I can fearlessly appeal to all my learned brethren in the county courts for a confirmation of this statement. I probably speak within compass when I assert that not one in a hundred of the small debts incurred for provisions ever forms the subject of a county court plaint, and certainly not five per cent. of such plaints can be cited, as affording fair illustrations either of extravagance on the one hand or of fraud on the other. Why then attempt to alter the law which thus, in the main, works well? Surely, we have not now to learn that it is unwise to legislate for exceptional evils, and that they who aim at Eutopian schemes of perfection are tolerably sure to come to grief.

But even if we assume, for the sake of argument, that *some* change in the law would be desirable for the purpose of checking improvident habits, and of making the labouring classes realise the comfort of living within their means, a law reformer must be made of feeble stuff indeed if he cannot devise some milder remedy for the evil complained of than by the wild and reckless enactment contained in the Bill, which, for the first time in the history of civilised man, proposes that *bona fide* debts for necessaries actually supplied shall not be recoverable, unless they happen to exceed a certain fanciful amount. Were Parliament to sanction such a law, what would be the inevitable consequences? On the first serious stagnation of trade, thousands and thousands of labouring men would find themselves and their families suddenly placed in the greatest peril. Instead of tiding over their difficulties, as they now do, by the opportune aid of a temporary system of credit, the only resources open to them would be the pawnshop, the usurer's office, the union, the goal, or the grave.

With your leave, I will return to this subject before the second reading of the Bill, and in the meanwhile the honourable promoters of the measure might, perhaps, be less profitably employed than in pondering over the well-worn adage—not confined to *medical* pretenders—that "an unskilful remedy is often worse than the disease."

A Metropolitan County Court Judge.

Sir,—I have just cut the enclosed from the *Evening Standard* of the 30th March. What the advertisers are I am not aware, but think that your valuable journal might do some good by inserting a copy of enclosed with any remarks your editor thinks necessary. If the advertisers are not solicitors, do they not bring themselves within the spirit, if not the letter

of the Stamp Act? Surely the Law Institution should take notice of such advertisements. I should feel obliged by your inserting above, with copy of enclosure, in your next issue. Apologising for trespassing on your valuable space.

ROBT. S. HARRIS.

April 2, The Whitehouse, Hadley, Barnet, N.

[The names of the advertisers do not appear in the Law List.—ED. S. J.]

Sir,—Now that the Chancellor of the Exchequer has a large surplus, will there ever be a better opportunity to abolish the solicitors' certificate duty? I need not recapitulate the arguments in favour of abolition—they are too well known, and sufficiently admitted. Will no one see to it?

J. J.

APPOINTMENTS.

Dr. JAMES PARKER DEANE, Q.C., has been appointed Vicar-General of the province of Canterbury, in succession to Sir Travers Twiss, resigned. Dr. Deane was educated at St. John's College, Oxford, where he took his degree in 1834, and afterwards became a D.C.L. He was admitted an advocate at Doctors' Commons in November, 1839, and was called to the bar at the Inner Temple in January, 1841. He joined the Western Circuit, and also practised in the Probate, Matrimonial, and Admiralty Courts. In 1857 he was nominated official of the Archdeacon of St. Albans, and in 1867 he was appointed to succeed Sir Travers Twiss as her Majesty's Advocate in her Office of Admiralty, at the same time being appointed Chancellor of the Diocese of Salisbury, in succession to Sir R. J. Phillimore, who became judge of the Admiralty Court. In 1852 Dr. Deane published a work on the "Act for the Amendment of the Laws with Respect to Wills (7 Will. 4. & 1 Vict. c. 26), with notes and references to decisions on the sections." In 1854 he wrote a treatise "On the Effect of War as to Neutrals," and in the following year one "On the Law of Blockade." He was likewise the author of "Reports of Cases in the Ecclesiastical Courts, 1855 to 1857."

Dr. THOMAS HUTCHINSON TRISTRAM, barrister-at-law, has been appointed, by the Lord Bishop of London, to be Chancellor of the Diocese of London, in succession to Sir Travers Twiss, resigned. Dr. Tristram was educated at Lincoln College, Oxford, where he was Borden scholar in 1848, and graduated in 1850, subsequently taking the degree of D.C.L. In November, 1855, he was admitted as an advocate at Doctors' Commons, and became a member of the Northern Circuit, practising also in the Probate, Matrimonial, Admiralty, and Ecclesiastical Courts. Dr. Tristram is the author of a work on "The Practice of the Court for Divorce and Matrimonial Causes, to which will be added the practice of the Court of Probate in contentious business only," and was till lately on the staff of the *Law Reports* and *Weekly Reporter*.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

April 4.—The House re-assembled to day after the Easter recess.

Ways and Means.—The report of the Committee of Ways and Means was brought up, and on the question that it be read a second time, Mr. V. Harcourt moved as an amendment, "That in the opinion of this House the national expenditure is capable of further reduction without danger to the safety and good government of the country, and that it is desirable that such expenditure should be reduced accordingly, in order that the taxation of the people and the public debt may be diminished in a larger measure than is proposed in the said resolutions." Mr. Richard seconded the amendment, and Sir J. Lubbock, Mr. R. N. Fowler, Mr. Rylands, Mr. Lowe, Mr. J. Fielden, Mr. Alderman Lawrence, and Mr. J. B. Smith, took part in the debate. The House divided: for the amendment, 35; against it, 78; majority, 43.

Court of Chancery (Funds) Bill.—Mr. Baxter, in moving the second reading of this bill, stated that its object was to remove the control of the suitors' fund in Chancery from the Accountant-General in Chancery to the Paymaster-General's office, where it was to be administered on the responsibility of the Government. It at present amounted to £60,425,400 5s. 6d., and of this sum fifty-seven millions were invested in the Three per Cents. in the name of the Accountant-General. There was neither audit nor other guarantee for the sureties, and there were heavy complaints of delay in the payment of money. From the 20th of August to the 28th of October in each year was kept as one continued holiday in the Accountant-General's office, and during that period no money could be obtained by a suitor. The salary of the Accountant-General was £4,200 a year, and the whole expense of his office was between £17,000 and £18,000 a-year. In 1869 the Government took the lesser funds of the Court of Chancery into its own hands, and it now proposed to do the same with the greater. The proposal was to transfer the control of these funds from the Accountant-General to the Paymaster-General, and to re-arrange the business of the department. The bill provided that the money should be deposited on the responsibility of the Government the same as in the Government Savings Banks, and be charged with interest at the rate of two per cent. By the profits realised on reinvestment it was hoped that a machinery would be found for the reduction of the National Debt, but that must be the subject of a future bill. The idea was to invest the surplus chancery funds in terminable annuities. It was hoped that a great reduction in the number of clerks required would be effected by the operation of this bill.—Mr. Crawford, in opposing the bill, disclaimed any interested motive as representing the Bank of England. The business of the chancery account was a heavy strain upon that institution. With regard to the Suitors' Fee Fund and other funds of a public nature, Parliament had assumed the responsibility of meeting the charges formerly borne by the interest upon those accumulated funds; and therefore all that remained to be considered were those funds which were the moneys of the suitors. The title Court of Chancery (Funds) Bill was calculated to give the impression that it was a measure dealing exclusively with funds belonging to the Court of Chancery, whereas the funds proposed to be dealt with were to all intents and purposes private money, the property of infants, lunatics, trustees, or others, which had found its way into the Court pending the settlement of questions in dispute. No sufficient cause had been shown why the Court should be deprived of its exclusive control over these moneys. He moved the rejection of the bill.—Mr. Gregory seconded the amendment. He objected strongly to that provision of the bill which abolished the office of the Accountant-General to the Court of Chancery. That officer, in fact, administered the estates of the suitors of the Court of Chancery. He not merely invested their money, but paid annuities and legacies, and transacted all the business connected with the estate. By this bill all this was to be placed under the jurisdiction of the Paymaster-General. Who that officer might be he did not know, but he suspected it was the Chancellor of the Exchequer in disguise. He regarded the bill as a scheme to cause the retirement of the present Accountant-General at his full salary, and the appointment of another under another name with another salary.—Mr. Aytoun objected to the bill on the ground that it formed part of a vicious system of creating terminable annuities, the interest of which was charged upon the Consolidated Fund. The Government now propose to do with the suitors' fund in the Court of Chancery, amounting to about £3,000,000, what had been done with the savings banks deposits some years ago, the only result of which had been the mystification of the public accounts.—Mr. Henley was very sorry that this bill had been brought forward, believing that the Government had enough to do in managing its own business without setting itself up as a trustee for provate property.—Mr. Bouverie opposed the bill, the sole object of which was, he said, confessedly to dabble with private money for the reduction of the national debt.—Mr. Maguire supported the bill, on the ground that the security would be that of the State, and that the system would be advantageous to the public.—Sir J. Lubbock also supported the second reading, believing that the bill would, upon the whole, conduce to the convenience of the public.—The Solicitor-General said he accepted the statement of his hon. friend, the member for the City of London, that neither he nor the great institution which he represented had any personal interest in opposing this bill; but at the same time they must not forget that it appeared from a return presented to that House that there was a cash balance of £587,132 standing in the Bank of England on which no interest was paid, and that must be of some advantage to the Bank. The bill would effectuate almost every reform recommended by the Com-

mission of which his hon. friend was a member. One word about terminable annuities. They had been told that the funds of the suitors could, by Act of Parliament, be transferred into terminable annuities; but he could find no such powers beyond dealing with a specified sum of five millions sterling. The bill enabled the Chancellor of the Exchequer to deal only with the small cash balance, in addition to the powers he possessed already.—Sir R. Baggallay believed that the bill offered ample security for the suitors' rights. His objections were founded on other grounds, and were twofold. First, however, he must repudiate the taunt of the Solicitor-General as to the motives of the Bank of England in resisting the bill. The only profit the Bank made by the Court of Chancery was £1,550 for keeping 30,000 accounts. His first objection to the bill was that it was not an honest bill, and that its contents were not indicated by its title or preamble. The second objection he entertained was the transfer of funds for purposes which could be fully effected under the present law.—The House divided: for the second reading, 89; against it, 37; majority, 52. The bill was accordingly read a second time.

Royal Parks and Gardens Bill.—The House went again into Committee on this bill.—Mr. Rylands stated that at the request of the Government he had consented to postpone, till the report, his clause saving the right of holding public meetings in the parks.—Mr. Miller proposed to omit from the first schedule the eighth regulation.—Mr. Rylands also objected to the regulation.—Mr. J. Goldsmid supported the clause.—Mr. V. Harcourt said he thought the House had a right to be informed what were the regulations that were to be laid down.—Mr. Ayrton contended that the clause proposed to be inserted would give the right of meeting in accordance with the rules, and its language was in precisely the same terms as the other clauses. It settled the question most favourably to the populace. He believed the Bill would give to the people a liberty of meeting, combined with a guarantee for order, which did not now exist; and he must add that he thought it was creditable to the inhabitants of the metropolis, that, with all the attractions of music on Sunday, only about a thousand persons could be got to follow these miserable exhibitions.—Mr. M'Laren expressed himself satisfied with the explanations.—Mr. V. Harcourt said if the right hon gentleman had given his explanation two months ago that would have saved a great deal of time and trouble.—Mr. Gladstone could not allow it to be supposed that the explanations just given by his right hon. friend differed from those given previously. He thought the clause could bear only one construction. The intention of it was to place the right of meeting on a proper footing. He was not indeed aware that there was any legal right of meeting in the parks; but the clause placed this usage in a clear position. The whole matter had been complicated in past times, but he trusted that they now understood one another with perfect clearness.—Mr. J. Goldsmid expressed his satisfaction that this matter was about to be arranged in a satisfactory manner.—Mr. A. Herbert protested against the conduct of the Government in this matter, which, he thought, might produce hereafter unforeseen but most serious consequences.—The amendment was negatived without a division, and the schedule agreed to. The second schedule and the preamble were also agreed to, and the bill was ordered to be reported.

In *Pondrom* v. *Chicago and Alton Railroad Company* (51 Ill. 333), it was decided that a passenger, who received an injury while sitting with his elbow slightly projecting from a car window, by coming in contact with the rear end of a freight car standing on a switch, could recover of the company. This case settles the question of contributory negligence on the part of passengers sitting in the mode described while riding on Illinois railroads, but the extensive traveller should be cautioned against the exercise of the privilege of putting his arms out of the window in all jurisdictions. *Spencer* v. *Milwaukee Railroad* (17 Wis. 487), shows the law, in this regard, to be the same in Wisconsin as in Illinois. But *Ind. & Cin. Railroad* v. *Rutherford* (29 Ind. 82); *Todd* v. *Old Col. Railroad* (5 All. 207), *Holbrook* v. *Utica and Sch. Railroad* (12 N. Y. 236), and *Pittsburg, etc., Railroad* v. *McClurg* (56 Penn. St. 294), show the law to be the reverse of this in Indiana, Massachusetts, New York and Pennsylvania respectively, and decide that the passenger must keep his whole person inside of the car.—*Albany Law Journal.*

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT, NEW HAMPSHIRE.

Swett v. *Cutts.*

A landowner who in the reasonable use of his own land diverts or obstructs the flow of water not gathered into a stream, but either circulating through the pores of the earth, or spreading over the surface in the season of melting snows or heavy rains, is not liable for an injury to his neighbour caused by such diversion or obstruction.

Where the plaintiff and defendant were adjoining owners of land by the side of a highway, in the ditch of which water was accustomed to accumulate, and for many years it found its way off through a depression in defendant's land,

Held, that plaintiff would acquire no right by prescription to have the water run off over the defendant's land.

This was an action on the case for making an embankment by the side of a highway, and causing the water which gathered there to flow over the plaintiff's land.

It appeared on the trial that the plaintiff and defendant were adjoining owners of land on the same side of a highway; that in the season of melting snows and heavy rains, the water was accustomed to accumulate in the ditch on the same side of the highway; and the plaintiff's evidence tended to prove that for more than forty years the water passed off through a depression in the defendant's land, without seriously affecting the plaintiff's land—and the injury complained of was the erection of an embankment by defendant at the low place on his land, by which the water was diverted and turned upon the plaintiff's land.

The court instructed the jury that if the water so gathered had been accustomed to run off over defendant's land for forty years, and defendant had so diverted it, the action would be maintained; to which the defendant excepted, and the jury having returned a verdict for the plaintiff, defendant moved for a new trial for error in these instructions.

Wait, for plaintiff.

Barton, for defendant.

BELLOWS, C. J.—In respect to water not gathered into a stream but circulating through the pores of the earth, beneath its surface, it is now settled that a landowner who in the reasonable use of his own land, obstructs or diverts the flow of such water, even to the injury of his neighbour's land, is not liable to respond in damages.

This is not upon the principle that has been in some cases adopted that the landowner has the absolute and unqualified property in all such water that may be found in his soil, and may therefore do what he pleases with it, as with the sand and rock that form part of that soil, but upon the same general principle that governs the use of water flowing on the surface in well-defined streams or channels; that is, to make a reasonable use of it for domestic, agricultural, and manufacturing purposes—not trenching, however, upon the similar right of others.

So in respect to water percolating through the soil, the landowner may ordinarily drain his land, may obstruct the usual course of the flow of such water by walls for cellars, and other purposes, and may dig wells and use the water for domestic and agricultural purposes.

The test is the reasonableness of the use or disposition of such water; and ordinarily that is a question of fact for the jury under the instructions of the Court.

In favour of the unqualified and absolute right of the landowner to dispose of all such water as he finds in his soil, or that he may draw there by wells dug on his land, it is urged that he cannot know the condition of the water beneath the surface, the changes that take place, or the sources of supply of the springs and wells in the adjoining lands; or what portion is drawn from his own soil, and what was originally found in his neighbour's; and therefore that there is no ground for presuming a mutual agreement between the landowners in ages past in respect to such underground water, or for holding a right to have been acquired by use or acquiescence. So is the leading case of *Acton* v. *Blundell*, 12 M. & W. 336.

In the first place we do not understand that the rights of the riparian owner to the use of streams of water running upon the surface are to be deduced from the presumed mutual agreement or acquiescence of landowners; but rather as a natural right incident to the land, to partake in the enjoyment of the common bounty of Providence, as in the cases

of light and air: *Dickinson* v. *Canal Co.*, 7 Exch. 299; *Shury* v. *Piggot*, 3 Bulst. 339; *Chasemore* v. *Richards*, 2 H. & N. 168, 5 W. R. 780; *Tyler* v. *Wilkinson*, 4 Mason, 397.

And, in the second place, although it may be true that in the majority of cases the condition of the water-flow beneath the surface is not accurately known, yet in a great many instances its general course, from the slope of the surface, the appearance of springs and other indications of water, is quite obvious.

Indeed, this doctrine appears to embrace that large class of cases where the water flows in sight upon the surface in wet seasons of the year, but not to such an extent as to mark a regular channel with banks and sides. And also where the water moves slowly, but obviously, through boggy or swampy lands, constituting the sources of streams and rivers.

The doctrine in fact would justify a landowner in intercepting and diverting the water so working its way through spongy or swampy land at any point before it was gathered into a regular channel; although it might be obvious that such water was the source of a stream which furnished valuable mill-sites; even although such diversion was in no way necessary to the enjoyment of his land.

The contrary doctrine in respect to water percolating beneath the surface is established in this state in the well-considered case of *Basset* v. *Salsbury Manufacturing Company*, 43 N. H. 569; s. c. 3 Am. Law Reg. N. S. 223. And the question is whether the doctrine of that case applies to water which appears on the surface in the season of melting snow and heavy rains, but is not gathered into any regular channel or watercourse—or whether such water stands upon the footing of permanent streams running upon the surface in regular channels. If upon the latter footing, then the instructions were sufficiently favourable to the defendant.

Upon the examination of the cases which maintain the doctrine that the landowner may dispose of the water percolating beneath his soil as he pleases, they will be found to include the case of mere surface-water not gathered into streams.

In *Rawstron* v. *Taylor*, 11 Exch. 380, it is laid down by PARKE, B., in the opinion of the Court, that in the case of common surface-water rising out of spongy or boggy ground, and flowing in no definite channel, although contributing to the supply of the plaintiff's mill, the supply being merely casual and the water having no defined course, the defendant is entitled to get rid of it as he pleases.

The same doctrine is announced in *Broadbent* v. *Ramsbotham*, 11 Exch. 602, 4 W. R. 290, which was an action for diverting water on defendant's land, which naturally flowed over the surface of a hill into a brook which supplied plaintiff's mill.

The court, per ALDERSON, B. says the right of the plaintiff cannot extend further than the right to the flow in the brook itself, and to the water flowing in some defined natural channel, either subterranean or on the surface communicating directly with the brook itself. No doubt, he says, all the water falling from heaven and shed upon the surface of the hill, at the foot of which a brook runs, must by the natural force of gravity find its way to the bottom, and go into the brook; but this does not prevent the owner of the land on which this water falls from dealing with it as he may please, and appropriating it. He cannot, it is true, do so if the water has arrived at, and is flowing, in some natural channel already formed. But he has a perfect right to appropriate it before it arrives at such a channel.

It is quite clear that such surface-water is put upon the same footing as water percolating beneath the surface, and the cases are quite numerous that show it, and we think it should be so upon principle.

The great objection to applying the doctrine which forbids the diversion of running streams, to water circulating in the pores of the earth, is, that if applied without qualification it would to a great extent prevent the beneficial enjoyment and improvement of one's own land.

A similar effect, though less extensive, would be produced by applying that doctrine to mere surface-water not gathered into any regular and defined channel. In many cases of spongy and swampy lands the water moves from a higher to a lower level over a wide space which under such a doctrine could not be drained or reclaimed. So in case of rain falling upon the side of a hill, and which would naturally find its way upon the surface into a brook at the bottom, such a doctrine might effectually prevent the improvement of very extensive tracts of land.

Again, the boundary line between what shall be deemed underground percolation and mere surface-water would often be extremely difficult to define, and from that source serious embarrassments might arise.

From the nature of the case, then, we think that the line is properly drawn between water running in natural streams with well-defined channels, and that which is merely spread over the surface and flows without any regular course or channel, or circulates under the surface through the pores of the earth.

The authorities are numerous to this point besides those already cited; among them are 3 Kent's Com. 439, note 2, and cases; *Ashley* v. *Wolcott*, 11 Cush. 192; *Luther* v. *Winnisimmit Company*, 9 Cush. 171; *Wheatly* v. *Baugh*, 25 Penn. St. Rep. 528; *Buffum* v. *Harris*, 5 R. I. 243. See also *Ellis* v. *Duncan*, 21 Barb. 230; Washburn on Easements, 358, and cases cited.

These authorities, to be sure, hold generally that in respect to mere surface and underground water not gathered into streams, the landowner where it is found has the unqualified right to dispose of it as he pleases, although in some cases the right appears to be limited to cases where it is dealt with in the improvement of such owner's land, and without malice, as in *Wheatly* v. *Baugh*, 25 Penn. St. Rep. 532.

But these cases concur in putting all water not gathered into watercourses, whether upon the surface or underneath, on the same footing, and so far we think they are right. As, however, the case of *Bassett* v. *Salsbury Manufacturing Company* holds in respect to water percolating through the soil that the landowner's right to obstruct or divert it is limited to what is necessary in the reasonable use of his own land, we think the same rule must be applied to mere surface-water not gathered into a stream.

To give the landowner the absolute and unqualified right of disposing of such water would in many instances be productive of great mischiefs to his neighbours, and lead to interminable struggles between them; for the same power to deal with such water would exist in each landowner when it was on his land.

In many instances the water would assume so much of the character of a natural watercourse as to make the application of such a doctrine odious and unjust—while at the same time a total want of power to modify such flow to meet the necessities of the landowner, would often stand in the way of valuable improvements which might be made without serious detriment to any one.

The doctrine which we maintain adapts itself to the ever-varying circumstances of each particular case; from that which makes a near approach to a natural watercourse down, by imperceptible gradations, to the case of mere percolation, giving to each landowner, while in the reasonable use and improvement of his land, the right to make reasonable modifications of the flow of such water in and upon his land.

In determining this question all the circumstances of the case would of course be considered; and among them the nature and importance of the improvements sought to be made, the extent of the interference with the water, and the amount of injury done to the other landowners, as compared with the value of such improvements. And also whether such injury could, or could not, have been reasonably foreseen.

Ordinarily a landowner may dig a well upon his own land, even though by percolation it draws the water from his neighbour's land, or even his well; but it would present a very different question if the well was dug by him with the express purpose of transferring the water in his neighbour's spring or well to his own, and knowing that this would be the result.

So, too, the owner of extensive swamp lands which are the source of a river furnishing valuable mill-sites, might reasonably be allowed to drain it by bringing the water into one channel, when it might be regarded as unreasonable to divert it entirely from its natural course.

So, also, excavations maliciously made in one's own land with a view to destroy a spring or well in his neighbour's land could not be regarded as reasonable; and there would be much ground for holding that if the spring or well in his neighbour's land could be preserved without material detriment to the landowner making such excavations, it would be evidence of malice or such negligence as to be equivalent to malice: *Wheatly* v. *Baugh*, 25 Penn. St. Rep. 532.

In the case before us the instruction asked for by the defendant assumed that he had the absolute and unqualified

right to dispose of this water as he pleased, while the instructions given assumed that if the state of things proved had existed from time beyond memory, the defendant had no right at all to stop the flow of this water over his land and thus cause it to flow over the plaintiff's land.

If this was mere surface-water not gathered into a watercourse, as we should infer it was from the case, the instructions upon the principles we have stated are erroneous, unless the plaintiff had acquired a right by prescription to have the water flow over the defendant's land.

On that point, to constitute a title by prescription there must have been an adverse user under a claim of right for twenty years or more; but here there has been no such user, the defendant has merely permitted the surface-water casually on his land to flow off over it. It does not appear that the plaintiff has claimed or exercised a right to discharge the water on his land upon the defendant's land, or that he has ever done any act or put himself in a situation, by reason of which the defendant could maintain a suit against him, and thus interrupt a process of gaining title by prescription. It is true that some water which had gathered on the plaintiff's land may have passed off in the same way over the defendant's land, but if it did, it was by no act of the plaintiff, nor under any claim of right by him.

So the fact that this water had passed over defendant's and for more than twenty years does not change its character and make it a watercourse.

In *Wood* v. *Waud*, 3 Exch. 778, the Court holds that the right to watercourses arising from enjoyment is not the same in respect to *natural* and *artificial* watercourses; holding that as to the latter the right must depend upon their character, whether of a permanent or temporary nature, and upon the circumstances under which they are created. And by way of illustration say, that the flow of water from a drain for the purpose of agricultural improvements for twenty years could not give a right to a neighbour so as to preclude the proprietor from altering the level of his drains for the greater improvement of his land.

This precise case arose in *Greatrix* v. *Hayward*, 8 Exch. 291, and was settled in accordance with this doctrine of *Wood* v. *Waud*.

The same doctrine was applied in the cases of drains for mining purposes, in *Arkwright* v. *Bell*, 5 M. & W. 203.

In these cases, from the temporary nature of such drains and artificial watercourses is deduced the inference that the use of the water discharged by them could not have been enjoyed as matter of right; See *Wood* v. *Waud*, 3 Exch. 778.

In the subsequent case of *Rawstron* v. *Taylor*, 11 Exch. 369, surface-water on defendant's land for more than twenty years had flowed over land of the plaintiff into his watercourse, and he had used it; but it was held that plaintiff could maintain no action against defendant for diverting it on his own land.

In respect to water percolating beneath the surface the tendency of the authorities is against acquiring a right by prescription. The use of such water upon one's own land is apparently rightful, and is no such invasion of the rights of the adjoining owner as would enable him to maintain a suit, for it would be impossible to know that he was drawing water from his neighbour's land; Washburn on Easements, 384-390, and cases cited. In this respect water that comes to the surface stands on a different footing, and yet in general they are governed by the same rules.

There may, doubtless, be cases where rights may be acquired by user in respect to such surface-water, as in the case of eaves' drip, but it can be only where the use is adverse and such as to give notice to the party against whom the right is acquired. In the case before us, however, no right of the defendant was invaded by any act of the plaintiff. He simply permitted the water gathered by the road-side to flow over his land, and so long as he did so, he could maintain no action against any one; and we think the plaintiff had gained no right by prescription to have this water flow over the defendant's land, and there must be a new trial.—*American Law Register.*

OBITUARY.

MR. N. PALMER.

Mr. Nathaniel Palmer, barrister-at-law, and Recorder of Great Yarmouth, expired on the 2nd of April, at the advanced age of eighty years. The deceased gentleman was the son of the late Nathaniel Palmer, Esq., by Sarah his wife, and was born in 1792. He was called to the bar at the Inner Temple in November, 1827, and soon after joined the Norfolk Circuit, attending also the Beccles, Norwich, Ipswich, Lynn, and Swaffham sessions. He was for some time a county commissioner of bankruptcy, and judge of the Guildhall Court at Norwich. Mr. Palmer had been Recorder of Great Yarmouth since 1835, and the office becomes vacant by his death. He was married to a Miss Rachael Hitchin, who died in 1865.

THE EUROPEAN ASSURANCE ARBITRATION.

The following are the twelve companies which were bought up by the European Society, which society gave them a general indemnity against claims on policies, annuities, endowments, and otherwise current at the time of the purchase, and the several claims of which will be referred to Lord Westbury, as arbitrator—viz., the Athenæum Life Assurance Society, British Nation Fire Insurance Company (Limited), British Nation Life Assurance Association, the European Life Assurance and Annuity Company, India and London Life Assurance Company, Industrial and General Life Assurance and Deposit Company, Prince of Wales Life and Education Insurance Company, Professional Life Assurance Company, Royal, Naval, Military and E. India Company Life Assurance Society, United Guarantee and Life Assurance Company, United Mutual Mining and General Life Assurance Company, and the United Service and General Life Assurance and Guarantee Association. These companies had previously bought up the following companies with the same indemnity—viz., the Alexandra Insurance Company (Limited), British Commercial Insurance Company, British Provident Life and Fire Insurance Company, English and Irish Church and University Assurance Society, English Widows' Fund and General Life Assurance Association, General Accident and Compensation Assurance Company, London Equitable Mutual Life Insurance Society, London and Provincial Provident Society, Phœnix Life Assurance Company, Waterloo Life, Education, Casualty, and Self-Relief Assurance Company, Wellington Reversionary Annuity and Life Assurance Society, Anglo-Australian and Universal Family Life Assurance Company, Diadem Life Assurance Company, Householders' Life Assurance Company, Engineers' Masonic and Life Mutual Assurance Society, English and Cambrian Assurance Society, General Indemnity Life and Fire Insurance Company, Commercial and General Life Assurance, Annuity, Family Endowment, and Loan Association, British Shield Mutual Life Assurance Institution, Catholic Law and General Life Assurance Company, Magnet Life Assurance Company, Life Assurance Treasury Company, National Assurance and Investment Association, London and Yorkshire Assurance Company, Accumulated Life Fund and General Assurance Company, Tontine Life Assurance Company, and the Age Assuraace Company. Most of these companies had been bought up by the British Nation Fire Insurance Company, previous to the sale of its assets and business to the European Society.—*Post Magazine.*

MAYOR'S COURT, LONDON.

The following return, showing the business done in the Mayor's Court of London since the year 1853, and, in greater detail, since the year 1858, has been issued.

ACTIONS, ATTACHMENTS, &c., ENTERED.

Yrs.	NUMBER. Actions.	Attachments.	Equity Suits.	Total.	AMOUNT. Actions. £	Attachments. £	Total. £
1853	..	..	..	1,506			
1854	..	..	..	2,592			
1855	..	..	..	3,090			
1856	..	..	..	2,861			
1857	..	..	..	3,346			
1858	2,793	602	..	3,395	67,760	426,208	493,968
1859	3,139	615	..	3,754	69,140	323,838	392,978
1860	3,487	752	..	4,239	76,808	596,343	673,151
1861	3,946	737	..	4,683	80,084	316,404	396,488
1862	4,125	642	..	4,767	90,519	585,533	676,052
1863	4,339	712	..	5,051	103,080	454,445	557,525
1864	4,744	895	..	5,639	123,569	741,705	865,274
1865	5,024	970	..	5,994	125,451	1,257,427	1,382,878
1866	5,814	1,038	..	6,852	145,687	1,191,187	1,336,874
1867	6,101	920	..	7,021	139,438	593,388	732,826
1868	10,104	935	..	11,039	228,612	510,930	739,542
1869	12,983	1,002	7	13,992	269,483	375,427	644,910
1870	14,956	1,135	9	16,100	317,060	1,159,427	1,476,487
1871	15,483	833	7	16,323	311,349	659,876	971,225

Detail of the foregoing from the Year 1858.

	1858.	1859.	1860.	1861.	1862.	1863.	1864.	1865.	1866.	1867.	1868.	1869.	1870.	1871.
Ordinary Actions:														
Under £10:														
Number	1,147	1,210	1,343	1,373	1,330	1,329	1,383	1,437	1,687	1,934	2,622	3,522	4,074	4,425
Amount	£ 9,203	£ 9,722	£ 10,950	£ 11,168	£ 10,805	£ 10,863	£ 11,103	£ 11,116	£ 12,882	£ 14,485	£ 21,032	£ 26,699	£ 30,509	£ 33,665
£10 and under £20:														
Number	1,077	1,324	1,452	1,771	1,940	1,985	2,022	2,164	2,416	2,533	5,022	6,711	7,742	7,915
Amount	£ 17,758	£ 21,419	£ 23,090	£ 27,954	£ 30,040	£ 30,694	£ 30,411	£ 31,413	£ 34,785	£ 36,414	£ 72,603	£ 97,066	£ 111,358	£ 113,709
£20 and under £50:														
Number	366	402	450	572	573	733	930	1,030	1,215	1,177	1,860	2,113	2,503	2,444
Amount	£ 11,748	£ 12,895	£ 14,012	£ 17,462	£ 17,143	£ 21,274	£ 27,136	£ 29,815	£ 35,393	£ 34,359	£ 51,567	£ 56,729	£ 67,252	£ 66,794
£50 and above:														
Number	183	191	223	212	266	278	388	375	469	440	576	616	625	680
Amount	£ 29,051	£ 25,104	£ 28,756	£ 23,500	£ 32,531	£ 40,249	£ 54,919	£ 53,107	£ 62,687	£ 54,177	£ 83,410	£ 89,089	£ 107,941	£ 97,281
Foreign Attachments:														
Number	590	602	737	722	619	700	884	946	1,024	904	919	995	1,109	814
Amount	£ 426,208	£ 323,838	£ 596,343	£ 316,404	£ 585,533	£ 454,445	£ 741,705	£ 1257,427	£ 1191,187	£ 593,388	£ 510,930	£ 376,427	£ 1159,427	£ 669,876
Average Attachment	£ 724	£ 537	£ 809	£ 438	£ 946	£ 649	£ 839	£ 1,330	£ 1,163	£ 656	£ 555	£ 377	£ 1,045	£ 810
Bills of Proof	32	13	15	15	23	12	11	25	14	16	16	7	26	19
Ejectments		5	6	6	7	9	11	9	19	7	17	16	11	14
Apprentice Petitions		7	13	10	9	5	10	9	8	10	7	5	1	5

NUMBER OF COURTS HELD FOR THE TRIAL OF CAUSES.

Years.	Causes.	Compensation.	Total.
1858	36		
1859	38		
1860	38		
1861	45		
1862	40	1	41
1863	43	17	60
1864	48	56	104
1865	46	31	77
1866	57	26	83
1867	54	64	118
1868	64	23	87
1869	74	24	98
1870	70	18	88
1871	85	4	89

CAUSES ENTERED FOR TRIAL.

Years.	Number.
1858	359
1859	387
1860	429
1861	514
1862	546
1863	580
1864	649
1865	630
1866	814
1867	805
1868	962
1869	1,097
1870	1,119
1871	1,088

CAUSES TRIED.

Years.	Number.
1858	133
1859	172
1860	172
1861	199
1862	213
1863	209
1864	252
1865	239
1866	298
1867	321
1868	363
1869	394
1870	419
1871	408

ORDERS OF REFERENCE TO ARBITRATION.

Year.	Before Trial.	At Trial.
1869	164	20
1870	184	11
1871	210	13

JUDGMENT SUMMONSES.

Years.	Issued.	Hearings.	Years.	Issued.	Hearings.
1858	688	320	1865	1,347	889
1859	950	401	1866	1,389	836
1860	966	573	1867	1,378	913
1861	1,174	500	1868	2,052	1,216
1862	1,518	920	1869	2,245	1,573
1863	1,479	680	1870	3,000	2,124
1864	1,345	597	1871	3,977	2,705

ASSESSMENT OF COMPENSATION UNDER VARIOUS ACTS OF PARLIAMENT.

Years.	Amount of Verdict.	Years.	Amount of Verdict.
1863	£102,236	1868	£80,157
1864	281,125	1869	230,448
1865	236,358	1870	104,760
1866	218,846	1871	38,736
1867	509,728		

LAND LAW REFORM IN IRELAND.

A County Tyrone Tenants' Protection and Land Law Reform Association has been formed for purposes which are indicated by its title.

The following resolutions were passed at a public meeting of the Association, held at Donemana on the 5th March:—

I. That, whilst we desire to express our gratitude to Mr. Gladstone, Mr. Bright, and those who aided them in passing the Irish Land Act, for the great boon it has conferred upon the tenantry, we consider that its administration requires to be carefully watched, and that the policy of Land Law Reform which it initiated should be carried out so as to efface from the Statute Book every injustice which still remains to prevent thorough sympathy between landlord and tenant.

II. That as the constitutional principle of trial by jury does not exist under the Land Act, the administration of the Act should only be entrusted to the declared friends of tenant right who sympathise with the law which they have to administer, and that the Chairman should have the assistance of a jury at the option of either party.

III. That we regard the ancient and unrestricted tenant-right of Ulster as the basis of the prosperity of the province, and founded on justice, and we regard with dismay the decisions under the Act which go to legalise the office-rules as being contrary to the express declaration of Mr. Gladstone, and against the interests of the tenants, of the good landlords, and of the country generally.

IV. That as many houses have been built in towns and villages in Ulster on yearly tenancies, on the faith of the tenant-right of the district, the protection which the Land Act affords to agricultural tenants' improvements should be extended to tenants of houses in towns.

V. That the policy of the Leasing Powers Clauses of the Land Act should be extended so as to protect every *bona fide* lease made by a limited owner at a fair rent of tenements in towns as well as in country districts, and that in all such cases, in estimating a fair rent, any improvements made by the tenant or his predecessors in title should be excluded.

VI. That, as the expensive and tedious litigation of the superior courts is unsuited for small farmers and traders, the county court should get jurisdiction as in England to administer wills, and be a court of equity generally for the plaintiff, when the property in dispute does not exceed £500, and should be enabled to settle disputes about title up to £50 a-year.

VII. That we regard a cheap means of local transfer of land

as necessary to the success of a small proprietary class, which it is the object of Bright's clauses to create.

VIII. That these clauses cannot be generally availed of until the rules of the Privy Council and the Board of Works have been altered, so as to cheapen the procedure, and extend the facilities of obtaining loans by tenant purchasers.

IX. That the fiscal duties of grand juries should be transferred to boards elected by the cess-payers; and that the payment of county-cess, as between landlord and tenant, should, in the case of all tenancies, be assimilated to that of poor rates.

X. That for aiding in the working of the Land Act, and for carrying out the foregoing reforms, we hereby form the County Tyrone Tenants' Protection and Land Law Reform Association, to be formed of all subscribers of 5s. towards its funds; and, as we believe that the above changes in the law would advance the interests of landlords as much as of tenants, and be advantageous to the people of the towns as well as the farmers and labourers, and promote the prosperity of the country generally, we hereby invite the co-operation and support of all classes, and especially of the members of Parliament for this county.

XI. That a copy of these resolutions be sent to his Excellency the Lord Lieutenant, the Right Hons. the Chief Secretary for Ireland, the Lord Chancellors of England and Ireland, Wm. E. Gladstone, John Bright, Benjamin Disraeli, the Earl of Derby, the Attorney-General for Ireland, and the County Members, with a request that each of them will promote in Parliament and otherwise the objects of the Association.

ACTION FOR ENTICING AWAY A HUSBAND.

The Superior Court of Cincinnati, a Court of Error which enjoys high rank as an authority, has lately passed upon this question: "Will an action lie in favour of a married woman against a third person for enticing away and harbouring her husband?"

The petition was originally filed against the party who "enticed," and the husband, but on demurrer the Court held the action could not be maintained against the husband.

The action now is for damages against Elliott Clark by Mary Ann Harlan, who claims that Clark "wrongfully and maliciously enticed her husband away from his residence, depriving her of his society, protection and support."

She also sets out that her husband is detained and harboured by Clark, and that Mary Ann is not admitted to him, nor permitted the privileges of a wife. She wants her husband back also, because she has separate property needing his care and attention.

Exception was taken on demurrer.

The Court, *per* Storer, J., rendered an able and exhaustive opinion, holding that the action would lie. The leading case on this subject is that of *Winsmere* v. *Greenbank*, Willes Rep. 377, where a husband sought to recover damage for the enticing and detaining of his wife, and recovered 3,000*l*., and on a motion for arrest of judgment, because there was no precedent for the action, Chas. J. Willes held that the action could be maintained notwithstanding.

In *Chapman* v. *Pickersgill* (2 Wilson, 146), the Court plainly told counsel never again to raise the objection against an action, that such an one "was never brought before;" the action was for tort; "torts are varied, and there is nothing in nature but may be made an instrument of mischief."

Ashley v. *White* (2 Ll. Raym. 957), it is said that the law consists not in particular incidents and precedents, but in the reason of the law. *Ubi eadem ratio ibi eadem lex.*

So, the opinion proceeds to say, it was held in 3 Term R. 45, and likewise in the Court where the present case is, 2 Handy, 117, and hence turns the cold shoulder to the objection, "want of precedent."

The issue is paralleled by but one case, that of *Lynch* v. *White and Wife* decided in 1861, and reported in 9 H. of L. C. 577 (10 W. R. H. of L. Dig. 4.) It is there held this action will lie for the wife's benefit, for the loss of conjugal society is as much a matter of damage to the wife as to the husband.

Lord Brougham, in his comments, agreed with the opinion of the Chancellor, and said he lamented the barbarous state of our law, according to which the imputation by words, however gross, on an occasion however public, upon the chastity of a modest matron or a pure virgin, is not actionable without *proof* that it has actually produced special temporal damage to her. But, thanks to American progress, such is not the law in this country—at least, not in Ohio, for the Court says that, in *Murray* v. *Murray*, Cin. Supr. Court Rep. 290, it is settled that any accusation affecting the chastity of a female is actionable *per se*.

If by marriage then, the Court holds, the husband gains a right to damages for the loss of his wife's society, the same result, for stronger reasons, should follow the loss of the husband's *consortium* by the wife. These reasons the Court sets out at length, but they are evident to any mind.

In New York and Ohio the statutes of those States have been construed to give to the wife actions growing out of the violation of her personal rights, and authorising her to sue as a *feme sole* in all cases relating to her personal estate, the code having given her full power over her personal property and rights in action belonging to her at her marriage, or which may have come to her by descent, bequest, gift, &c. It follows that the right of the wife to recover for a personal injury, suffered during coverture without the intervention of a *prochein ami*, is to be sustained on the same principle as her claim to protect her separate estate.—See *Mann* (*et al.*) v. *Marsh*, 21 How. Pr. Reps. 376.

The Court concludes that in the highest sense the wife is the ward of the Court, and as such, under the generous policy of our law, relieved of the old idea of conjugal servitude, which placed her as a chattel under the control of her husband, she is entitled to its protection and aid in the enforcement of her rights; for it is only consistent with the relations into which the husband and wife have entered, that each must have their separate interest, controlled only by mutual affection and regard, which is subject nevertheless to the protection of the law.—*Pacific Law Reporter.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, April 5, 1872.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92¾	Annuities, April, '85
Ditto for Account, April 5, 92⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. p m
New 3 per Cent., 91½	Ditto, £500, Do — p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 249
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account	Ditto, 5½ per Cent., May, '79 108¼
Ditto 5 per Cent., July, '80 110¼	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do ,5 per Cent., Aug. '73 102
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 22 p
Ditto, ditto, Certificates, —	Ditto, ditto, under £100, 25 p
Ditto Enfaced Ppr., 4 per Cent. 96¼	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	103
Stock	Caledonian	100	117
Stock	Glasgow and South-Western	100	130
Stock	Great Eastern Ordinary Stock	100	52
Stock	Great Northern	100	136
Stock	Do., A Stock*	100	156
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	111
Stock	Lancashire and Yorkshire	100	137½
Stock	London, Brighton, and South Coast	100	82
Stock	London, Chatham, and Dover	100	26½
Stock	London and North-Western	100	152
Stock	London and South Western	100	107½
Stock	Manchester, Sheffield, and Lincoln	100	75
Stock	Metropolitan	100	68½
Stock	Do., District	100	21½
Stock	Midland	100	143
Stock	North British	100	66
Stock	North Eastern	100	171
Stock	North London	100	132
Stock	North Staffordshire	100	74
Stock	South Devon	100	73
Stock	South-Eastern	100	93

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There has been little activity observable in any securities during the week, owing to the Easter holidays. There have

been slight fluctuations, but no very material alteration, in the prices of English funds. There is little to note with regard to foreign funds, but a slight upward tendency has been observable. In Railway stocks prices have ruled high, with a tendency to rise.

The demand for discount during the early part of the week was not beyond what is usual at this season, and the supply was easy. The public were therefore hardly prepared for the action of the Bank of England in raising the rate of discount from 3 per cent., at which figure it had stood since December last, to 3½; a step, however, which the gradual decline in the reserves shows to have been fully justified.

The Town Council and magistrates of Evesham have presented Mr. W. A. Byrch, solicitor, late town clerk and clerk to the magistrates of that borough, with a silver claret-jug, as a token of their respect and esteem, and of their appreciation of his long and faithful services. The presentation was made by a deputation, consisting of the mayor of Evesham and Mr. C. C. Prance, solicitor—the former as representing the corporation and magistracy, and the latter the legal profession. The jug bears the following inscription:—"Presented to William Abraham Byrch, town clerk, and for thirty-five years clerk to the borough magistrates, by the mayor, magistrates, corporation, and members of the legal profession, as a mark of respect and esteem."

The Court of Cassation at Turin has just given judgment on the question whether, in consequence of the laws prolonging bills in France during the war, and the period for making the protest, bearers were deprived of their right of action against drawers and endorsers in Italy, if the protest was not made at the original date for payment. The Tribunal of Commerce and Court of Appeal of Turin had decided in the negative; the Court of Appeal of Genoa had given judgment in the contrary sense in a suit brought by a firm at Marseilles. The Court of Cassation has now quashed the verdict of the judges at Genoa, and has decided that the drawer and endorsers are liable, notwithstanding the absence of the protest.—*Economist.*

Many men, many minds—many judges, many judgments. In Illinois the judges in one Supreme Court held that the maxim of indepence, "all *men* are created equal," does not extend to women, and that by virtue thereof, or of anything else, they have no right of suffrage. In the same State, another Supreme Court decides that this maxim does apply to vagrant children, so that a statute providing for the rescue of such "little wanderers," and the committal of them to a reformatory school is unconstitutional, and a "tyrannical and oppressive" infringement upon the liberties of the citizen. In effect, therefore, juvenile vagrancy receives judicial sanction, and the state is powerless to protect and save destitute minors and orphans! We thought "*Salus populi suprema lex.*"—*Canada Law Journal.*

The tendency of the members of the profession towards the specialties, which is, we think, unmistakeable, is a most fortunate condition, and one which we hope may develope into a permanent rule. As law is "the most learned of all arts"—an art in its grandest, broadest, and the best sense—its practice should be governed in some degree, at least, by the same principles that experience has demonstrated to be almost essential in those arts which are recognised as such. It would seem to be an impropriety in a painter or sculptor to work in two distinct fields, or to attempt to combine two well-defined schools in a single creation. The Michael Angelos of the past are few in number; and if their splendid successes afford any ground for regret, it is that their powers were possibly distracted, and not directed toward the accomplishment of one iden. The space of a single life is not long enough to enable even the most subtle and active mind to digest the wonderful and complex propositions which meet it at every turn in its wanderings through the labyrinth of learning which make up "the temple of the law." The most patient and conscientious labour must fail, unless it be directed toward the exploration of a special part. These truths are pregnant with instruction, and are producing their results. Even at this early day in our history, we find that wherever a specialty can be successfully adopted, there are lawyers of ability who seize upon the opportunity, and make it their own. In nearly all of our cities we discover that there are certain eminent firms who confine themselves to a single line of practice, or divide their business, each partner having control of a particular subject. We have endeavoured to obtain data which would illustrate how far the above is true, and learn of no less than twelve or more subjects which have been resorted to as specialties; some of them by young lawyers, whose career has little more than commenced, and others by those who have grown grey in the courts. We note particularly the following: admiralty, patents, insurance, testamentary law, real estate law, commercial law, bankruptcy, criminal law, corporation law, railroad law, to which may be added, perhaps, internal revenue and banking. We hope the time may come when every applicant for admiesion to the bar will consider himself called upon to select some special line of practice, and to make its investigation alone the object of his professional life. It may not be practicable to pursue such a course in the rural districts; but in the cities it is not only practicable, but desirable in every respect.—*American Law Times.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MELLOR—On Good Friday, at 59, Gloucester-terrace, Hyde-park, the wife of J. R. Mellor, Esq., barrister-at-law, of a son.

MARRIAGES.

ABRAHAM—BURNETT—April 3, at the parish church, Alton, Hants, Philip Boyle Abraham, barrister-at-law, to Mary, third daughter of the late Charles Mountford-Burnett, Esq., M.D., Westbrooke House, Alton.

LAKE—DYNE—April 2, at St. Michael's, Highgate, Ernest Edward Lake, Esq., of Selre-street, Lincoln's-inn, and The Grove, Highgate, to Mary Frances, eldest daughter of the Rev. J. B. Dyne, D.D., Head Master of Highgate School.

WILLIS-BUND—TEMPLE—April 2, at Kempsey, near Worcester, John William-Bund Willis-Bund, of Lincoln's-inn, barrister-at-law, to Harriette, daughter of R. Temple, of The Nash, Worcester, Esq.

WINGFIELD—SHERINGHAM—On April 2, at Standish Church, Gloucestershire, Edward Wingfield, of Lincoln's-inn, barrister-at-law, to Mary Georgina, eldest daughter of the Rev. John William Sheringham, vicar of Standish-with-Hardwicke.

DEATHS.

FINLAY—On March 31, at 17, Northumberland-street, Edinburgh, Gilbert Laurie Finlay, writer to the signet, formerly manager of the Edinburgh Life Assurance Company, in the 80th year of his age.

RUSSELL—On March 8, at Merthyr Tydfil, John Russell, Esq., solicitor, aged 34.

STOCK—On Palm Sunday, at Malaga, Barbara Forbes, the beloved wife of Edward Wood Stock, of Lincoln's-inn, Esq., aged 27.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, March 29, 1872.

Johnston, Thos, and Ewart Simon Mounsey, Raymond-bldgs, Gray's-inn, Attorneys and Solicitors. March 30

Knott, Ambrose Wm, and Hy Nicholls Knott, Worcester, Attorneys, &c. March 23

Provis, Thos John, and Nicholas Donnithorne, Fareham, Herts, Attorneys and Solicitors. March 28

Sawbridge, Chas, and Isaac Harris Wrentmore, Wood-st, Cheapside, Attorneys and Solicitors. March 30

TUESDAY, April 2, 1872.

Cooper, Thos, and Wm Cooper, Congleton, Cheshire, Attorneys and Solicitors. March 22

Marsden, Joseph Dand, and Edwd Morley Chubb, Friday-st, Cheapside, Attorneys and Solicitors. March 25.

Winding up of Joint Stock Companies.

TUESDAY, March 26, 1872.

UNLIMITED IN CHANCERY.

Birkenhead Benefit Building Society.—Vice Chancellor Bacon has, by an order dated March 16, ordered that the above society be wound up. Richardson & Co, Lpool, solicitors for the petitioner.

English and Irish Church and University Assurance Society.—Vice Chancellor Bacon will, on Thursday, April 11 at 2, at his chambers, proceed to make a call on the several persons who are settled on the list of contributories, and purposes that such call shall be for 12s. per share.

Queen Average Association for British, Foreign, and Colonial Built Ships.—Vice Chancellor Malins has appointed Friday, April 12 at 3, at his chambers, to make a pro rata call on all the contributories of the above association.

Towns Drainage and Sewage Utilisation Company.—The Master of the Rolls has, by an order dated March 18, ordered that the above company be wound up. Parson, Strand, solicitor for the petitioners.

LIMITED IN CHANCERY.

European Trading Company (Limited).—Vice Chancellor Malins has, by an order dated March 13, appointed Fredk Bertram Smart, 85, Cheapside, to be official liquidator.

Lincoln's-inn-fields Hotel Company (Limited)—Vice Chancellor Wickens has, by an order dated March 15, ordered that the above company be wound up. Hensman & Nicholson, College-hill, solicitors for the petitioners.

London Depot Carriage Company (Limited).—Vice Chancellor Malins has, by an order dated March 15, ordered that the voluntary winding up of the above should be continued. Nisbet & Co., Lincoln's-inn-fields, solicitors for the petitioners.

Worthing Royal Sea House Hotel Company (Limited).—Vice Chancellor Wickens has, by an order dated March 15, ordered that the voluntary winding up of the above company be continued. Argles & Rawlins, racechurch-st, solicitors for the petitioners.

TUESDAY, April 2, 1872.

LIMITED IN CHANCERY.

Universal Non Tariff Fire Insurance Company (Limited).—Petition for winding up, presented March 20, directed to be heard before Vice Chancellor Malins on April 19. Flux & Co, East India-avenue, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, March 29, 1872.

South Devon Annuitant Society, Townhall, Newton Abbot, Devon. March 20

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, March 26, 1872.

Daniell, John, Paignton, Devon, Esq. April 20. Stewart v Daniell, M.R. Sharp, Southampton

Kettle, John Lucena Ross, New-sq, Lincoln's-inn, Barrister-at-law. April 20. Surman v Kettle, V.C. Malins. Frame, Lincoln's-inn-fields

Kine, Edwd, Peckham Rye, Camberwell, Hop Merchant. April 20. Vertue v Milier. Henderson & Buckle, Fenchurch-st

Lucena, Jas Lancaster, Garden-ct, Temple, Barrister-at-law. April 20. Surman v Lucena, V.C. Malins. Frame, Lincoln's-inn-fields

Lucena, Rev John Chas, Windlesham, Surrey. April 20. Surman v Lucena, V.C. Malins. Frame, Lincoln's-inn-fields

Sagden, David, Woodsome Lees, York, Chemist. Aprfl 16. Sugden v Olding, M.R. Townley & Gard, Gresham-bldgs, Basinghall-st

Waterer, Fredk, Bagshot, Surrey, Nurseryman. April 30. Waterer v Waterer, V.C. Wickens. Adams, Old Jewry-chambers

NEXT OF KIN.

Tibbenham, John, Corton, Suffolk, Parish Clerk. April 30. M.R.

FRIDAY, March 29, 1872.

Atkinson, Thos, Warwick-sq, Belgrave-rd. April 27. Atkinson v Gwyer, M.R. Robins, Tokenhouse-yd, Lothbury

Compson, Hannah, Hanwell, Widow. April 22. Pemberton v Neill, V.C. Malins. Wills, Uxbridge

Gaffin, Edwd, Quadrant, Regent-st, Sculptor. April 19. Crawford v Beecheno, M.R. Ashwin, Garden-ct, Temple

Little, Ebenezer, Peckham Rye, Master Mariner. May 1. Gordon v Little, V.C. Malins. Gammon, Barge-yd-chambers

Luckin, Edwd, Ashington, Sussex, Gent. May 1. Luckin v Luckin V.C. Malins. Ingram, Steyning

Smith, Geo Hy, Manch, Auctioneer. April 27. Dobson v Smith, M.R. Blair & Chorlton, Manch

Studholme, Geo, Kirkland, Cumberland, Yeoman. May 1. Routledge v Richardson, V.C. Wickens. Hough, Carlisle

TUESDAY, April 2, 1872.

Lord, Wm, Hawthorns, Clapham-rd, Esq. April 22. Boucher v Deane, V.C. Wickens. Rogers & Sons, Westminster-chambers, Victoria-st, Westminster

Creditors under 22 & 23 Vict cap. 35.

Last Day of Claim.

TUESDAY, March 26, 1872.

Ansdell, Catherine, Lillington, Warwick, Widow. May 4. Blagg & Son, Cheadle

Battersby, Jas, Pemberton, Lancashire, Gent. May 3. Ackerley & Son, Wigan

Beckley, Rev Thos, Lymington, Hants. April 10. Moore & Co, Lymington

Bradley, Alfd Smith, Street, Devon, Navigating Lieut, R.N. April 30. Hallett, St Martin's-lane, Trafalgar-sq

Brown, Harriet, Margaret-st, Cavendish-sq, Widow. May 10. McMillin, Bloomsbury-sq

Cheesman, Wm, Esher, Surrey, Brewer. May 23. Webb, Carey-st, Lincoln's-inn

Colman, Rev Robt, Rainhill, nr Prescott, Lancashire. April 29. Hoskins, Gosport

Cock, Richd, Higham, York, Farmer. May 1. Dibb, Barnsley

Corke, Benj, Tunbridge Wells, Kent, Retired Butler. May 1. Cripps, Tunbridge Wells

Dent, Chas Calmady, Gt Yarmouth, Norfolk, Admiral. April 30. Hallett, St Martin's-pl

Des Vœux, Sir Fredk Aasheton, Albert-ter, Knightsbridge. April 30. Lowe, Tanfield-ct, Temple

Doyle, Gregory, Kingsdown, Bristol, Gent. May 31. Wills & Burridge, Shattesbury

Evans, Thos, Gunstone House, Brewood, Stafford, Esq. June 24. Deakin & Dent, Wolverhampton

Ford, Eliz, Stanstead-rd, Forest-hill, Widow. May 22. Carter, Austin friars

Free, Chas, Wendens, Essex, out of business. June 19. Thurgood, Saffron Walden

Gillard, Eliz Ann, Acklam-pk-rd, Westbourne-pk. May 1. Mayo, Devonshire-sq, Bishopsgate

Heath, Robt, Cookshill, Stafford. June 24. Young, Longton

Hewitt, John, Wilmslow, Chester, Slater. May 15. Welsh, Manch

Heywood, Edwin Holwell, Isle of Man. May 10. Sherwood, Douglas

Hislop, Thos, Gutter-lane, Silk Manufacturer's Agent. May 30. Freeman, Gutter-lane

Holgate, Rev Thos Burton, Cartmel, Lancashire, and Wm Forster, Cartmel. May 1. Harrison & Reveley, Cartmel

Hornby, Ralph, Cuddington, Chester, Farmer. May 1. Fletcher, Northwich

Jarvis, Thos, Steeple Bumpsted, Essex, Farmer. June 19. Thurgood, Saffron Walden

Jones, Stephen, Tunbridge Wells, Kent, retired Corn Dealer. May 1. Cripps, Tunbridge Wells

Kilvinton, Mary, Bishopwearmouth, Durham, Widow. April 22. Wright, Sunderland

Langdon, Wm, East Stonehouse, Devon, Ship Owner. June 25. Edmonds & Son, Plymouth

Merritt, Miriam, Toowoomba, Queensland, Spinster. Nov 16. Garrard & James, Suffolk-st, Pall Mall East

Moore, John, Winder, Cumberland, Railway Station Master. April 20. Dobinson & Watson, Carlisle

Moseley, Hy, Canon, Bristol. April 27. Cooke & Sons, Bristol

Newport, Wm, Priors Hall, Essex, Farmer. June 19. Thurgood, Saffron Walden

Penny, John, Exmouth, Devon, Farmer. June 1. Hooper, Exeter

Powell, Richd, Tunbridge Wells, Kent, Timber Merchant. May 1. Cripps, Tunbridge Wells

Powys, Thos, Westwood House, Cheddleton, Stafford, Esq. May 4. Blagg, Cheadle

Smart, Geo, Gloucester, Builder. May 4. Whitcombe & Co, Gloucester.

Thursfield, Wm, Bridgnorth, Salop, Surgeon. April 19. Gordon & Nicholls

Tratt, Cornelius, Harborne, Stafford, Gent. May 25. Jelf & Goule, Birm

Tratt, Edwin, Harborne, Stafford, Gent. May 25. Jelf & Goule, Birm

Wheelhouse, Hannah, Crewe, Chester, Grocer. June 24. Cooke, Crewe

Whittaker, Mary Haughton, Southport, Lancashire, Widow. June 30. Anderson & Co, Lpool

Witcomb, Geo, Upton St Leonard's, Gloucester, Yeoman. May 4. Witcomb, Gloucester

FRIDAY, March 29, 1872.

Baker, Mary, Milbrook, Hants, Widow. May 25. Hickman, Southampton

Bell, Adolphus Fredk Wright, New City-chambers, Bishopsgate-st, District Manager to an Insurance Company. May 6. Newman, Bucklersbury

Bint, Anna, Coleshill, Warwick, Widow. May 1. Coleman & Coleman Birm

Bint, John, Coleshill, Warwick, Liquor Merchant. May 1. Coleman & Coleman, Birm

Bonham, Wm, Bierton, Bucks, Tailor. April 29. James & Horwood Aylesbury

Bowyer, Jas Thos, sen, Woolston, Hants, Trinity Pilot. May 25. Hickman & Son, Southampton

Bush, Ann, Brant Broughton, Lincoln, Widow. May 31. Clarke & Co, Nottingham

Doughty, Wm, Sunderland, Durham, Master Mariner. May 3. Oliver & Botterell, Sunderland

Edwards, John, Wood End Farm, Tanworth, Warwick. May 1. Coleman & Coleman, Birm

Etches, Mary, Carlton-on-Trent, Notts, Widow. May 15. Nettleship, John-st, Bedford-row

Gill, Mary, Birtley, Durham, Widow. May 7. Swinburne, Gateshead

Grant, Peter Chas Stuart, Lee, Kent, Esq. May 1. Fow & Co, Henrietta-st, Covent-gdn

Grant, Right Rev Thos, Southwark, Bishop of Southwark, June 1. Arnold, Milton-next-Gravesend

Hart, Geo Vaughan, Assistant Surgeon R.N.H.M.S. Magpie. May 31. Woodhead & Co, Charing Cross, Westminster

Herapath, Hannah Hewlings, Upton Villa, Penge, Widow. May 1. Chapple, Carter-lane

Lisle, Sarah, Southampton, Widow. May 25. Hickman & Son, Southampton

Mann, Thos, Smethwick, Stafford, Engineer. May 1. Coleman & Coleman, Birm

McGrouther, Jas, Leigham Court-rd, Streatham. May 20. Donnithorne, Gracechurch-st

Moore, John, Winder, Cumberland, Railway Station Master. April 20. Dobinson & Watson, Carlisle

Morris, Rev Wm, Rochampton, Surrey, Bishop of Troy. June 24. Arnold, Milton-next-Gravesend

Neame, John Rigden, Hastings, Sussex, Esq. June 1. Tassell, Faversham

Nethersole, Hy, New-inn, Strand, Gent. May 29. Robson & Co, Sackville-st, Piccadilly

Newby, Wm, Manch, Architect. July 1. Chew & Sons, Manch

Oxford, John, Stockwell-pl, Clapham-rd, Gent. May 10. Brown & Waters, Lincoln's-inn-fields

Paget, Lady Augusta, Hampton Court Palace. April 30. Lowe, Tanfield-ct, Temple

Parry, John, Wyke, Salop, Farmer. May 25. Potts & Son, Broseley

Payne, Serjeant Wm, Brunswick-sq. May 31. Vandercom & Co, Bush-lane, Cannon-st

Potter, Geo Wm Killett, Russell-sq, Secondary of London. June 7. Terrell & Chamberlain, Basinghall-st

Potter, Thos, Wellington-rd, St John's Wood, Gent. May 31. Bicknell & Horten, Edgware-rd

Price, Thos, Mile End-rd, Attorney. June 7. Terrell & Chamberlain, Basinghall-st

Samworth, Ann, Stalisfield, Kent, Spinster. June 1. Pritchard & Sons, Gt Knightrider-st, Doctors'-commons

Sanders, John Morgan, Clearveangar, House, nr Birm. June 24. Sanders, Bromsgrove

Sandys, Dalrymple, Graythwaite Hall, Lancashire, Esq. May 1. Moser & Sons, Kendal

Shrimpton, Hy, Studley, Warwick, Needle Manufacturer. May 1. Coleman & Coleman, Birm

Smeeton, Chas, Huddersfield, York, Linen Draper. May 1. Mosely, Huddersfield
Tarsey, Richd, Vassal Villa, Brixton-rd, Gent. June 1, Brown Maidenhead
Tetley, Sarah Anne, Armley Ledge, Leeds, Widow. May 15. Scholey & Co, Wakefield
Wainwright, Richd, All Stretton, Salop, Esq. June 25. Potts & Son, Broseley
Webb, Saml, Kempsey, Worcester, Innkeeper. May 1. Corbett
Willes, Irwin, Chapel-st, Belgrave-sq, Gent. May 30. Jacquet, Serjeant's-inn, Temple
Williams, John, Dinas Powis, Glamorgan, Farmer. April 26. Davis, Cardiff
Williams, Thos, Brighton-pl, Brixton-rd, Licensed Victualler. May 23. Bilton, Coleman-st
Wood, Eliz, Brinscall, Lancashire, Widow. May 1. Higson & Son, Manch
Wood, John, Huddersfield, York, Cotton Waste Yarn Dealer. June 30. Robinson & Johnson, Huddersfield

TUESDAY, April 2, 1872.

Aked, Jas, Worley, Halifax, Gent. May 11. Hill & Smith, Halifax
Alkin, Fras Richardson, Maidstone, Kent, Widow. May 1. Beale & Co, Maidstone
Allen, Hy Wm, Chadwell Heath, Essex, Farmer. April 30. Turner & Son, Leadenhall-st
Ansdell, Catherine, Billington, Warwick, Widow. May 4. Blagg & Son, Cheadle
Balley, Britton, Brighton, Sussex, Esq. June 1. Cooper & Co, Brighton
Boyce, John, Essex-st, Strand, Carpenter. May 1. Kingsford & Dorman, Essex-st, Strand
Bristow, Richd West, St James's-st, Pall Mall, Tailor. May 28. Fletcher & Co, Staple-inn
Calvert, John, Bradford, York, Blacksmith. May 1. Curry, Cleckheaton
Davison, John, Regent's-row, Queen's-rd, Dalston, Gent. June 24. Child, Paul's Bakehouse-ct, Doctors'-commons
Deadman, Ann, Cornwall-rd, Lambeth, Widow. May 11. Winckworth, Abingdon-st, Westminster
Doyle, Gregory, Kingsdown, Bristol, Gent. May 31. Wills & Burridge, Shaftesbury
Frost, Wm, Salisbury, Pork Butcher. April 20. Wilson & Co, Salisbury
Griffiths, Margaret, St Augustine's-rd, Camden-sq. May 15. Levirton, Bishopsgate-st, Within
Heath, Chas Shaw, Glastonbury, Somerset, Innkeeper. June 1. Bulleid, Glastonbury
Heywood, Edwin Holwell, Douglas, Isle of Man. May 10. Sherwood, Douglas
Offer, Thos, Dorking, Surrey, Gent. May 4. Foster, Chancery-lane
Powys, Thos, Cheddleton, Stafford, Esq. May 4. Blagg, Cheadle
Sparke, Agnes, Leamington, Warwick, Widow. May 31. Tompson & Co, Stone-bldgs, Lincoln's-inn
Spicer, Joseph Wood, King's Langley, Hertford, Plumber. May 27. Pugh, Watford
Temple, John, Theddlethorp, All Saints, Lincoln, Yeoman. June 1. Wood, Louth
West, Anna Maria, Cadbury Lodge, nr Yatton, Somerset, Spinster. June 1. Wing & Du Cane, Gray's-inn-sq
Young, Hew, Nicholas-lane, Merchant. August 10. Terrell & Chamberlain, Basinghall-st

Bankrupts.

TUESDAY, March 26, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hanson, Joseph, High-st, Camden Town, Ironmonger. Pet March 22. Brougham. April 12 at 11
Heal, Saml, Saunders-rd, Notting-hill, Builder. Pet March 21. Pepys. April 23 at 11
Lewis, Hy, Long-lane, Smithfield, Gold Refiner. Pet March 22. Brougham. April 12 at 11.30

To Surrender in the Country.

Clayton, John, Beckenham, Kent, Builder. Pet Feb 5. Rowland. Croydon, April 8 at 2
Etherington, Geo, Liss, Hants, Builder. Pet March 21. Howard. Portsmouth, April 15 at 1
House, John, Bradford, York, Boiler Maker. Pet March 19. Robinson. Bradford, April 9 at 9
Irons, Wm, King's Lynn, Norfolk, Draper. Pet March 21. Partridge, King's Lynn, April 8 at 12
Oates, Jas, Halifax, York, Stone Cutter. Pet March 21. Rankin. Halifax, April 5 at 10

FRIDAY, March 29, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Clarke, Thos, High-st, Camden Town, Provision Dealer. Pet March 25. Brougham. April 19 at 11
Deacon, Thos, Chester-st, Chester-pl, Kennington, Baker. Pet March 26. Pepys. April 16 at 11

To Surrender in the Country.

Bubb, Arthur, Lpool, Merchant. Pet March 7. Watson. Lpool, April 16 at 2
Charles, Wm, Helston, Cornwall, Bootmaker. Pet March 27. Chilcott. Truro, April 13 at 12
Couch, Wm A, Dartmouth, Devon, Baker. Pet March 26. Pearce. East Stonehouse, April 15 at 11
Ellison, Jas, Wroughton, Wilts, out of business. Pet March 23. Townsend. Swindon, April 10 at 1
Giles, Richd, Mardol, Shrewsbury, Watchmaker. Pet March 16. Poole. Shrewsbury, April 6 at 12
Juby, Wm Fredk, Wisbeach, Cambs, Draper. Pet March 23. Partridge. King's Lynn, April 10 at 12
Little, Robt, Jarrow-on-Tyne, Durham, Contractor. Pet March 26. Mortimer. Newcastle, April 18 at 12

TUESDAY, April 2, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Billson, Wm, Sheffield, Grocer. Pet March 28. Wake. Sheffield, April 17 at 1
Butcher, Richd, sen, and Richd Butcher, jun, Bury St Edmunds, Suffolk, Clothiers. Pet March 27. Collins. Bury St Edmunds, April 15 at 3
Harris, Edwd Jackson, Aldershot, Hants, Lieut 17th Reg. Pet March 26. White. Guildford, April 30 at 2
Lingard, Joseph, Manch, Hardware Merchant. Pet March 28. Kay. Manch, April 18 at 9 30
Phillips, Uriah, Rattlesden, Suffolk, Farmer. Pet March 25. Collins. Bury St Edmunds, April 15 at 2
Sillence, Stephen, New Barn Farm, Compton, Hants. Pet March 26. Thorndike. Southampton, April 19 at 2
Woodman, Jas, and Selima Woodman, Bishop's Waltham, Hants, Saddlers. Pet March 28. Thorndike. Southampton, April 15 at 12

BANKRUPTCIES ANNULLED.

TUESDAY, March 26, 1872.

Jones, Jas, New Quay, Cardigan, Draper. March 20

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, March 26, 1872.

Armitage, Fredk, Stockport, Cheshire, Cheese Factor. April 8 at 3, a offices of Brown, Market pl, Stockport
Aston, Geo, Wilcox rd, South Lambeth, Cab Driver. April 4 at 11, at offices of Warrand, Newgate st
Atkin, Eliz Annie, Leeds, Grocer. April 8 at 12, at offices of Burrell & Pickard, Albion st, Leeds. Sykes
Bates, Benj, St Mantin-at-Oak, Norwich Bricklayer. April 13 at 12, at the Registrar's Office, Redwell st, Norwich
Bath, Jas Long, Bath, Watchmaker. April 5 at 1, at offices of Wilton, Westgate bldgs, Bath
Bemrose, Fras, Gt Grimsby, Lincoln, Corn Dealer. April 6 at 11, at offices of Grange & Wintringham, West St Mary's gate, Gt Grimsby
Bennett, Edwin, Offenham, Worcester, Bootmaker. April 11 at 11, at the Crown Hotel, Evesham. Eades, Evesham
Bradburn, Saml, jun, Stockport, Cheshire, Tailor. April 10 at 3, at offices of Brown, Market pl, Stockport
Bridge, Wm, Fish st hill, Architect. April 8 at 12, at the Guildhall Coffee house, Gresham st. Treherne & Wolferstan, Ironmonger lane
Britton, Wm Bouchier, Barnstaple, Devon, Painter. April 9 at 3, at offices of Thorne, Cross st, Barnstaple
Brooks, Anthony, & Jas Brooks, Norwich, Coal Merchants. April 9 at 3, at the Rampant Horse Hotel, Rampant Horse st, Norwich. Sadd, jun, Norwich
Brooman, Edwd, jun, Gt Tower st, Wine Merchant. April 10 at 1, at offices of Lawrance & Co, Old Jewry chambers
Charles, Robt, Birm, Hook and Eye Manufacturer. April 8 at 3, at offices of Foster, Bennett's hill, Birm
Clapham, Thos, Hornsey, Wine Merchant. April 5 at 3, (and not ?, as in Gazette of March 22) at offices of Learoyd & Learoyd, South st, Finsbury
Colton, John Caspar, Lpool, Wine Merchant. April 9 at 11, at office of Gibson & Bolland, South John st, Lpool. Anderson & Co, Lpool
Cross, Sarah Ann, Chester, Milliner. April 10 at 12, at office of Bridgman & Co, Westminster bldgs, Newgate st, Chester
Curry, Michael Jas, Haltwhistle, Northumberland, Draper. April 8 at 12, at offices of Gibson, Mosley st, Newcastle-upon-Tyne
Deane, Geo Alfd, Nile st, Hoxton New Town, Cheesemonger. April 2 at 11, at offices of Hyman, Lamb's Conduit st, Red Lion sq. Padmore
Dick, Paris Thos. Swansea, Glamorgan, Coal Merchant. April 12 at 1, at the Royal Hotel, College green, Bristol. Jones, Swansea
Doro, Edwd Parker, Bradford, York, Comm Agent. April 10 at 10, at offices of of Hargreaves, Market st, Bradford
Dunkley, Hy, Birm, Tailor. April 5 at 11, at offices of Kennedy, Waterloo st, Birm
Evans, Ann Price, Aberdare, Innkeeper. April 12 at 12, at the Cardiff Castle Hotel, Aberdare. Linton, Aberdare
Field, Thos, Withington, Gloucester, Miller. April 6 at 3, at 2, Bedford bldgs, Cheltenham. Boodle
Florance, Wm Fredk, Chelmsford, Essex, Linen Draper. April 9 at 2, at the Chamber of Commerce, Cheapside. Meggy, Chelmsford
Flynne, Mary Isabella, Manch, Draper. April 8 at 3, at offices of Hall & Son, Piccadilly, Manch
Forge, Thos Roberts, New Clee, Lincoln, Smackowner. April 8 at 1, at the Townhall, Gt Grimsby. Grange & Wintringham, Gt Grimsby
Garnett, Thos, Habergham Eaves, Lancashire, Grocer. April 9 at 3, at office of Hartley, Nicholas st, Burnley
Gill, Saml, Sheffield, Cutlery Manufacturer. April 8 at 4, at offices of Clegg, Bank st, Sheffield
Gillott, Jas, Godalming, Surrey, Miller. April 5 at 12, at office of Smallpiece, Lancaster-pl, Strand
Gillman, Jas, Wolverhampton, Stafford, Scales Maker. April 4 at 2, at offices of Cresswell, Bilston st, Wolverhampton
Goldman, Jean, Neath, Glamorgan, Photographic Artist. April 11 at 12, at offices of Smith & Co, Somerset pl, Swansea
Gooderidge, Jabez, Stockport, Grocer. April 6 at 11, at office of Johnston, Vernon st, Stockport
Greenwood, Jas, Walworth rd, Newington, Engineer. March 30 at 2, at the Swan Hotel, Gt Dover st, Southwark. Ody, Trinity st, Southwark
Gregson, Stephen Parkinson, Skipton, York, Attorney's Clerk. April 11 at 2, at office of Paget, Skipton
Hargreaves, Wm, Clitheroe, Lancashire, Builder. April 9 at 11, at offices of Wheeler & Co, Market pl, Clitheroe. Wheeler & Deane, Blackburn
Harris, Joseph. Gospel Oak, Stafford, Contractor. April 1 at 3, at office of Stokes, Priory st, Dudley

Higson, Wm Hy, Ardwick, nr Manch, Saddler. April 8 at 2, at offices of Cobbett & Co, Brown st, Manch
Hill, Edwd, Matlock, Derby, Tailor. April 15 at 11, at the York Hotel, Derby. Neale
Hills, Jas, Gateshead, Durham, Builder. April 10 at 12, at offices of Woolston, Hills st, Gateshead
Hooper, Wm Hy, Bournemouth, Hants, Plumber. April 8 at 3, at office of Dawson & Co, Bedford sq. Reade
Howdle, Wm Cook, Kingston-upon-Hull, Joiner. April 4 at 12, at offices of Stead & Sibree, Bishop lane, Hull
Humphries, Louisa, Birm, Confectioner. April 9 at 2, at office of Rowlands, Ann st, Birm
Istance, Richd, & Wm Istance, Llandilo, Carmarthen, Cabinet Makers. April 5 at 12, at the Guildhall, Carmarthen. Thomas & Browne, Carmarthen
Jennings, Wm, Northampton, Leather Merchant. April 9 at 11, at offices of Jeffery & Son, Newland, Northampton
Jones, Evan Thos, Mile End rd, Ironmonger. April 13 at 3, at offices of Evans & Co, John st, Bedford row
King, Jas, Norwich, Traveller in the Coal Trade. April 9 at 12, at office of Sadd, jun, Church st, Theatre st, Norwich
Keel, Wm Jas, Boston, Lincoln, Brewer. April 9 at 10, at the Peacock Inn, Boston. Bailes, Boston
Long, Wm, Wolverhampton, Stafford, Picture Frame Maker. April 8 at 12, at offices of Dallows, Queen sq, Wolverhampton
Love, Thos, Urmston, nr Manch, Builder. April 5 at 3, at offices of Murray, King st, Manch
Mackey, Arthur, Barnsley, York, Greengrocer. April 13 at 2, at the Coach and Horses Hotel, Barnsley. Freeman, Huddersfield
Marrison, Robt, Norwich, Gunmaker. April 8 at 12, at office of Atkinson, Post office st, Norwich
Marshall, Geo, Newcastle-upon-Tyne, Innkeeper. April 8 at 2, at offices of Joel, Market st, Newcastle-upon-Tyne
Mecham, Hy, High st, Borough, Dealer in Paper Hangings. April 6, at 11, at offices of Hyman, Lamb's Conduit st, Red Lion sq. Padmore
Morris, Owen, Curles cottages, New rd, Hammersmith, Slate Merchant. April 8 at 11, at offices of Calverley, Warwick House, Shepherd's Bush
Norris, Wm, Oswaldtwistle, Lancashire, Rope Manufacturer. April 8 at 3, offices of Whitehead, Blackburn rd, Accrington
Rees, John Roger, Swansea, Glamorgan, Commercial Traveller. April 5 at 11, at offices of Smith & Co, Somerset pl, Swansea
Reeves, John, Godalming, Surrey, Coach Proprietor. April 9 at 1, at Public hall, Godalming.
Richardson, Alex John, Gt St Helen's, Comm Merchant. April 11 at 3, at the Guildhall Tavern, 33, Gresham st. Mercer & Mercer, Copthall ct, Throgmorton st
Saunders, Wm John Edmund, Newgate-st, Leather Bag Manufacturer. April 10 at 3, at offices of Croysdill & Co, Old Jewry chambers. Hensman & Nicholson.
Sear, Wm, Birm, Journeyman Miller. April 6 at 11, at offices of Cheston, Moor st, Birm
Simmonds, Luther, Wednesbury, Stafford, Licensed Victualler. April 8 at 11, at offices of Jackson, Lombard-st, West Bromwich
Slowgrove, Thos, Gt Holland, Essex, Builder. April 12 at 1, at Dorlings Hotel, Walton on-the-Naze. Goody, Colchester
Smith, Jas, Lower Broughton, nr Manch, Builder. April 15 at 4, at offices of Addleshaw, King-street, Manch.
Smith, Richd Chas, Ebury-st, Pimlico, Butcher. April 5 at 11, at offices of Warrand, Newgate st
Sones, Hy, Beaumont st, Marylebone, Grocer. April 8 at 3, at offices of Birchall, Southampton-bldgs, Chancery-lane, Harrison, Furnival's Inn.
Spreckley, Edwd, Clevedon, Somerset, out of business. April 4 at 2, at offices of Parsons, Nicholas-st, Bristol. Beckenham, Bristol
Stokes, Edwd, jun, Spencer-st, Clerkenwell, Jeweller. April 4 at 1, at office of Marshall, Hatton-garden
Storey, Edwd, Gt College-st, Camden Town, Tailor. April 11 at 2, at offices of Read & Dangerfield, Milk-st, Cheapside. Elam, Walbrook
Thompson, Geo, Howden, York, Wheelwright. April 9 at 11, at offices of Green, Howden.
Tydeman, Geo, Stowmarket, Suffolk, Watchmaker. April 16 at 11, at Anderton's Hotel, 162, Fleet street. Gudgeon.
Wallwork, Jas, Heywood, Lancaster, Cotton Waste Dealer. April 5 at 12, at the offices of Whitt, Lower King street, Manchester, Sampson, Manchester.
Warne, Alfd, Barnstaple, Devon, Grocer. April 6 at 11, at offices of Bencraft, Bontport street, Barnstaple.
Weston, Geo, Downham Market, Norfolk, Innkeeper. April 6 at 12, County Court House, Downham Market. Reed, Downham Market.
Wheeler, Robt, Woolhope, Hereford, Farmer. April 9 at 11, at the Green Dragon Hotel, Hereford. Osborne.
Winstone, Wm, Hy, Cardiff, Glamorgan, Jeweller. April 9 at 11, at offices 18, High street, Cardiff.
Winter, Wm, Leeds, Sewing Machine Manufacturer. April 4 at 2, at office of Simpson, Albion street, Leeds.

FRIDAY, March 29, 1872.

Akehurst, Wm, Kington, Hereford, Tailor. April 13 at 12, at the Talbot Inn, Kington. Cheese
Allen, John, Southsea, Hants, Timber Dealer. April 9 at 11, at offices of Wainscot, Union st, Portsea. Walker
Allen, Robert, Britton Ferry, Glamorgan, Shoemaker. April 11 at 12, at Dyffryn chambers, Neath. Kempthorne
Baker, Geo, High Holborn, Tobacconist. April 10 at 3, at offices of Lumley & Lumley, Old Jewry chambers
Barnes, Thos, Warwick, Bootmaker. April 16 at 3, at the Woolpack Hotel, Warwick. Snape
Barton, Edwd, Adelaide rd, Haverstock hill, no business. April 11 at 3, at offices of Flews & Irvine, Mark lane
Bartram, Isaiah, Nottingham, Carver. April 9 at 12, at offices of Acton, Victoria st, Nottingham
Bekker, Chas Hay Traise, jun, Wolverhampton, Stafford, Coal Merchant. April 3 at 11, at offices of Dallow, Queen sq, Wolverhampton
Boylett, Arthur, Lpool, Plumber. April 15 at 2, at office of Sheen & Martin, South John st, Lpool. Lowe, Lpool
Brownwell, Hartley, Drighlington, York, Worsted Spinner. April 6 at 11, at offices of Rhodes, Duke st, Bradford
Brittain, Benaiah, Willingale Doe, Essex, out of business. April 10 at 11.30, at offices of Blyth, High st, Chelmsford
Brown, Albert, Norbiton, Surrey, Builder. April 13 at 12, at offices of Sherrard, Clifford's inn, Fleet st
Bryer, Wm Can, & Wm Comins, Gt Tower st, Colonial Merchants. April 8 at 12, at offices of Mayhew, Poultry
Canham, John, Attleburgh, Norfolk, Innkeeper. April 13 at 12, at office of Taylor & Son, Old Bank bldgs, King st, Norwich
Cape, Fredk Jas Damar, Queen's sq, Bloomsbury, Gent. April 15 at 3, at office of Lewis & Co, Old Jewry
Clarke, Saml, Stockport, Cheshire, Grocer. April 9 at 3, at office of Johnston, Vernon st, Stockport
Coleman, John, Westerham, Kent, Builder. April 6 at 1, at the King's Arms, Westerham. Dobie, Basinghall st
Cook, Jas, Clarence rd, Addington rd, Bow, Oilman. April 12 at 2, at offices of Layton, jun, Gresham st
Cooke, Fras, Tunbridge Wells, Kent, Baker. April 16 at 3, at 23, Church rd, Tunbridge Wells. Stone & Co
Cumbe, Robert, Devonport, Devon, Grocer. April 17 at noon, at offices of Sole & Gill, St Aubyn st, Devonport
Deane, Jas, Gt Yarmouth, Norfolk, Fish Curer. April 12 at 12, at office of Wiltshire, Regent st, Gt Yarmouth. Tower, Lower Thames st
Easum, Alf, Lea Bridge rd, Banker's Clerk. April 22 at 4, at offices of Lewis & Co, Old Jewry
Edmonds, Wm Hy, Ossulton st, Somers Town, Linen Draper. April 9 at 2, at 12, Hatton garden. Marshall
Evans, David, New Milford, Pembroke, Joiner. April 13 at 10.15, at the Guildhall, Carmarthen. Parry
Frost, Wm, Stalybridge, Cheshire, Bobbin Turner. April 12 at 11, at offices of Buckley, Stamford st, Stalybridge
Galloway, John, Stockton-on-Tees, Durham, Agricultural Implement Dealer. April 11 at 11, at the Black Lion Hotel, Stockton-on-Tees. Draper, Stockton-on-Tees
Girling, Clark Welsly, Gt Yarmouth, Norfolk, Grocer. April 11 at 12, at the Norfolk Hotel, Norwich
Golden, John, Anerley Vale, Upper Norwood, no employment. April 6 at 12, at the Guildhall Coffee house, Gresham st. Maniere, Gt James st, Bedford row
Goodenough, Edwd Wm, Leadenhall st, Railway Plant Contractor. April 15 at 12, at office of Brown, Westminster chambers, Victoria st, Westminster. Mortimer, Clifford's inn
Gough, Sydney Tolman, Cannon st, Kamptulicon Manufacturer. April 22 at 12, at the Guildhall Coffee house, Gresham st. Treherne & Wolfestan
Graydon, John Thos, Sunderland, Durham, Builder. April 15 at 12, at offices of Oliver & Botterell, John st, Sunderland
Hall, Jas, & Joseph Hall, Oxford, Builders. April 11 at 12, at 43, Cornmarket st
Haywood, Jas, Camden rd, Painter. April 15 at 1, at office of Payne Finsbury pavement
Henderson, Michael, Bordesly Green, Birm, Bedstead Manufacturer. April 12 at 3, at offices of Rowlands, Ann st, Birm
Hickey Denis Jas, Birm, Lapidary. April 9 at 3, at offices of Maher, Birm
Hill & Sons, Longton, Clothiers. April 9 at 11, at the Union Hotel, Longton. Hawley, Longton
James, David, Pembroke Dock, Pembroke, Labourer. April 12 at 11, at office of Parry, Upper Meyrick st, Pembroke Dock
Jones, Wm, Merthyr Tydfil, Glamorgan, Grocer. April 8 at 2, at offices of Simons & Plews, Church st, Merthyr Tydfil
Keartland, Jonas, Chester, Grocer. April 11 at 3, at offices of Roose & Price, North John st, Lpool. Duncan & Pritchard, Chester
Lindsay, Geo, Sunderland, Durham, Copperas Manufacturer. April 11 at 12, at offices of Ritson, West Sunniside, Sunderland
Lock, Geo, Easton, Hants, Cattle Dealer. April 24 at 4, at the Royal Hotel, Winchester. Killby, Southampton
Lyons, Lewis Hy, & Rachael Lyons, Cox's ct, Little Britain, Boot Manufacturers. April 10 at 2, at offices of Ladbury & Co, Cheapside. Lewis & Lewis, Ely pl, Holborn
Marshall, Fras Holmes, Horncastle, Lincoln, Draper. April 11 at 11, at the Bull Inn, Horncastle. Adcock, Horncastle
Mason, Robt Amphlett, Professor of Music. April 13 at 12, at office of Baines, Finsbury pl
McRae, Geo, Bow rd, Wine Seller. April 11 at 2, at offices of Layton, jun, Gresham st
Newton, Joseph, & Alf Newton, Mark-lane, Seed Merchants. April 15 at 1, at offices of Morley & Shirreff, Mark lane
Normington, Thos, Shipley, York, Grocer. April 11 at 11, at offices of Watson & Dickons, Victoria chambers, Market st, Bradford
Norton, Stephen, Churchhill rd, Homerton, Baker. April 10 at 2, at offices of Buckler, Fenchurch st
Padley, Edwin, Sheffield, Clerk. April 11 at 12, at offices of Auty, Queen st, Sheffield
Pagett, Thos, Birm, Manager to an Iron Plate Worker. April 8 at 3, at office of East, Colmore row, Birm
Parker, Hy John, New Sleaford, Lincoln, Carriage Builder. April 9 at 11, at the Old White Hart Hotel, South st, New Sleaford. York, Boston
Pettit, Wm Stephen, Newport Pagnell, Bucks, Butcher. April 9 at 3, at the Swan Hotel, Newport Pagnell. Bull, Newport Pagnell
Phelps, Richd Edwd, Littlehampton, Sussex, Grocer. April 11 at 3.30, at offices of Black & Co, Ship st, Brighton
Pope, Joseph, Park rd, Teddington, Builder. April 12 at 11, at office of Edgell, Clifford's inn
Povey, Thos, Longton, Stafford, Painter. April 9 at 3, at the Union Hotel, Longton. Hawley, Longton
Price, Thos, Derby, Draper. April 17 at 12, at offices of Hextall, Albert st, Derby
Pritchard, David, Pentrefelin, Almwch, Anglesey, Draper. April 19 at 2, at the British Hotel, Bangor. Roose, Amlwch
Probert, Benj, Newcastle upon Tyne, Grocer. April 12 at 12, at offices of Bush, St Nicholas bldgs, Newcastle upon Tyne
Prosser, Fredk, Canton, near Cardiff, Glamorgan, Builder. April 11 at 12, at offices of Bernard & Co, Crockherbtown, Cardiff. Grover & Grover
Proudlock, Edmund Archangel, Middlesborough, York, Grocer. April 6 at 12, at the Station Hotel, Middlesborough. Draper, Stockton-on-Tees

Richards, Chas, Camberwell rd, Wholesale Confectioner. April 13 at 2 at the Masons'-hall Tavern, Masons' avenue, Basinghall st
Roberts, Wm Nash, Surrey ter, Kensal New rd, Kensal Green, out of business. April 16 at 2, at offices of Lay, 44, Poultry
Rothwell, John Chas, Heaton Norris, Lancaster, Plumber. April 10 at 12, at offices of Gardner & Horner, 45, Cross st, Manchester
Rothwell, Richd, and Richd Parkinson, Newchurch, Lancaster, Woollen Printers. April 8 at 3, at the Derby Hotel, Bury. Hargreaves & Knowles, Newchurch
Schofield, Enoch, Moorgate, Retford, Nottingham, Draper. April 16 at 12, at offices of Mee & Co, Church st, Retford.
Showler, Marian, Great Russell st. April 11 at 2, at the Whittington Club, Arundel st, Strand. Venn, New-inn, Strand.
Skutt, Jonathan, Scarborough, York, Hotel Keeper. April 15 at 2, at the Talbot Hotel, Queen st, Scarborough. Richardson, Scarborough.
Sibthorpe, Allen Wm, and Wm Barne Sibthorpe, Brighton, Sussex, Schoolmasters. April 12 at 3, at offices of Chalk, 68, Ship st, Brighton
Smith, Hy Tom, Rotherham, York, Beerhouse Keeper. April 12 at 11, at the Ship Hotel, Rotherham. Willis, Rotherham
Smith, Matthew Bass, Worington rd, Notting hill, M.D. April 11 at 12, at the Guildhall Coffeehouse, Gresham st. Davidsons & Co, Basinghall st
Smith, Richd, Rushton, Wilts, out of business. April 16 at 3, at offices of Pratt & Prince, High st, Wootton Bassett
Smith, Sidney Stephens, Rosary, Richmond, out of business. April 8 at 2, at offices of Lovering & Minton, Gresham st. Tanqueray-Willaume & Hanbury
Stanbury, Jas, Newtown, Exeter, Draper. April 11 at 11, at offices of Huggins, Paul st, Exeter
Starkey, Thos Hand, Longton, Stafford, Draper. April 12 at 12.30, at the Clarence Hotel, Manch. Hawley, Longton
Swinnerton, Wm Walter. Chorley, Lancashire, Bookseller. April 12 at 1, at offices of Morris, Town hall chambers
Taylor, Geo, Macclesfield, Cheshire, Pawnbroker. April 17 at 2, at the Macclesfield Arms Hotel, Jordan Gate, Macclesfield Standring, Rochdale
Thompson, Fras Wm, Nottingham, Fishmonger. April 8 at 12, at offices of Herbert, Week-day Cross, Nottingham Wilson
Ward, Ernest, Bitterne, Southampton, Grocer. April 9 at 3, at office of Killby, Portland st, Southampton
Webb, Edmund, Hilsea, Southampton, Licensed Victualler. April 11 at 4, at offices of Edmonds, St. James st, Portsea
Winchurst, Isaiah, Lpool, Ironmonger. April 17 at 1, at office of Gibson & Bolland, South John st, Lpool Worship, Lpool
Woolley, Chas, Cannock, Stafford, Brickmaker. April 10 at 11, at offices of Glover, Park st, Walsall
Wooton, Edwd Davies, The Lye, Worcester, Grocer. April 11 at 11, at offices of Price, High st, Stourbridge
York, Wm, Wolverhampton, Stafford, Bootmaker. April 11 at 2, at offices of Underhill, Darlington st, Wolverhampton
Young, Fredk, Dunstable, Bedford, Whiting Manufacturer. April 15 at 2, at offices of Pope, Poultry

TUESDAY, April 2, 1872.

Barnes, Isaac, Birm, Lamp Manufacturer. April 16 at 11, at offices of Duke, Christ Church passage, Birm
Brown, Richd, Dudley, Worcester, Grocer. April 12 at 11, at offices of Stokes, Priory st, Dudley
Brown, Wm, Lower Halstow, Kent, Butcher. April 15 at 11, at offices of Gibson, High st, Sittingbourne
Bussell, Joseph, Bath, Carpenter. April 18 at 2, at 1, Northumberland bldgs, Bath. Moger
Cheeseright, Matthew Hy, Oldham, Lancaster, Grocer. April 15 at 11, at the Mitre Hotel, Manch. Clark, Oldham
Craig, John, Bolton, Lancaster, Travelling Draper. April 12 at 3, at offices of Murray, King st, Manch
Daw, John, Callington, Cornwall, Druggist. April 16 at 11, at offices of Greenway & Adams, Frankfort st, Plymouth
Dorning, Jonathan, Manch, Cigar Dealer. April 18 at 3, at offices of Heath & Sons, Swan st, Manch
Fletcher, Geo, Whitby, York, Fish Merchant. April 18 at 11, at office of Wilkinson, Grape-lane, Whitby
Fry, Ann, Farncombe, Surrey, Shopkeeper. April 12 at 12, at the Angel Hotel, Godalming. Potter
Goddard, Wm, Deptford, Kent, Linendraper. April 17 at 2, at offices of Cape & Harris, Old Jewry. Michael & Co, Old Jewry.
Gosling, John, Manningtree, Essex, Bootmaker. April 24 at 12.30, at the Railway Station Hotel, Manningtree. Pollard
Holland, Robert, and Henry Devine, Manch, Manufacturers. April 15 at 2.30, at offices of Grundy & Coulson, Booth st, Manch
Howells, David John, Russell Town, Gloucester, Butcher, April 10 at 11, at offices of Essery, Guildhall, Broad st, Bristol
Ibbetson, Robt, and Geo Woods, Blackburn, Lancaster, Joiners. April 12 at 11, at offices of Beck & Swift, Richmond ter, Blackburn
Jordan, John, Luton, Bedford, Chemist. April 16 at 1, at office of Scargill, Chancery lane
Ketton, Wm, and Wm Clark, Pickering, York, Millers. April 17 at 12, at the Talbot Hotel, Malton. Gray & Pannett, Whitby
Lee, John, Hollingworth st, St. James's rd, Holloway, Bootmaker. April 10 at 3, at offices of Carral, Fenchurch st. Maniere, Gt James st, Bedford row
Little, Philip Thos, King's Lynn, Norfolk, Coachbuilder. April 15 at 12, at the Bank-room, Athenæum, King's Lynn
Margetson, Robt Alex, Norwich, Stonemason. April 15 at 11, at offices of Miller & Co, Bank chambers, Norwich
Nott, Saml, Kidderminster, Worcester, Confectioner. April 16 at 1, at 13, Church st, Kidderminster. Prior
Page, Robt, Morchard Bishop, Devon, Agricultural Machine Maker. April 16 at 11, at offices of Harris & Co, Gandy at chambers, Exeter. Huggins, Exeter
Phillips, David, Lpool, Draper. April 12 at 3, at the Home Trade Association Rooms, York st, Manch Sale & Co, Manch
Price, Geo, Kidderminster, Worcester, Grocer. April 15 at 2, at 13, Church st, Kidderminster. Prior
Price, John Thos, Vivian rd, Old Ford, Licensed Victualler. April 20 at 10, at offices of Dobson, Quality ct, Chancery lane
Rivers, Wm, Gt Bolas, Salop, Painter. April 18 at 3, at office of Taylor, King st, Wellington
Schofield, Saml Lees, Oldham, Lancaster, Tin Plate Worker. April 11 at 3, at office of Buckley, Clegg st, Oldham
Scott, Thos John, Thorpe, Norwich. April 15 at 11, at offices of Miller & Co, Bank chambers, Norwich
Sharpe, Roger Martindale, Workington, Cumberland, Draper. April 16 at 11, at the Station Hotel, Workington
Statham, Fredc, Kingsland rd, Oilman. April 11 at 12, at offices of Geaussent, New Broad st
Wakefield, Wm, Leamington Priors, Warwickshire, Earthenware Manufacturer. April 15 at 3, at offices of Overell, Warwick st, Leamington Priors
Watson, John, Gravesend, Kent, Engineer R.N. April 12 at 11, at the Lord Nelson Inn, New rd, Gravesend. Gibson, Sittingbourne
Wavell, Jane, and Chas Hy Wavell, Quarley Manor Farm, nr Andover, Hants, Farmer. April 16 at 3, at the Clough Hotel, Salisbury. Duncon & Murton
Wyatt, Jas, West Bromwich, Stafford, Grengrocer's Assisstant. April 11 at 10.30, at office of Wright Church st, Oldbury

THE ERIE RAILWAY COMPANY.

LONDON OFFICES OF THE ERIE RAILWAY COMPANY,
86, GRESHAM HOUSE, OLD BROAD STREET,
LONDON, 5th April, 1872.

To the SHAREHOLDERS OF THE ERIE RAILWAY COMPANY.

The undersigned, the Committee representing in London the interests of the European Shareholders, have now to advise that Messrs. William Wetmore Cryder, Edward H. Green, and Gilson Homan, Members of the Committee, have been duly elected Directors of the Erie Railway Company, as intimated in the Committee's circular of the 20th ultimo. The London Committee has thereon been dissolved, and have transferred all the Shares and Proxies deposited with them to the said Directors, who will give their zealous attention in the interests of the Shareholders in the same manner and for the same purpose for which the London Committee was originally constituted—for the protection and development of this Railway, which has been well called one of the greatest Corporations in the world, full of importance, power, and wealth, and of almost boundless capacity.

Your obedient Servants,
WILLIAM WETMORE CRYDER.
EDWARD H. GREEN.
GILSON HOMAN.
ALEX. DE LASKI.
JOHN STEWART.

LONDON OFFICES OF THE ERIE RAILWAY COMPANY,
86, GRESHAM HOUSE, OLD BROAD STREET,
LONDON, 5th April, 1872.

To the SHAREHOLDERS OF THE ERIE RAILWAY COMPANY.

Referring to the above circular from the London Erie Shareholders' Committee, the undersigned Directors of the Erie Railway Company beg to state that they have assumed their duties, and have taken offices at 86, Gresham House, Old Broad Street, London.

The London Directors have great pleasure in advising that the letters just received from their New York colleagues are of the most satisfactory nature as to the position and prospects of the Erie Railway.

The gross earnings, as advised, are greatly in excess of the amount stated by the late administration. The permanent way, equipment, and machinery are reported to be in excellent order. The rolling stock in use on the road belonging to Corporations other than the Company itself, is much less than had been previously reported. All the contracts improvidently or fraudulently made are being investigated by a Committee of the New Board, who will claim indemnity from all parties for past malfeasance where possible to be had, and take measures to provide security for the future.

The floating debts pressing on the Company have been paid off by a Temporary Loan, negociated by us in London.

Commencing with the fiscal year, July 1st, 1872, the nett revenue will no doubt enable the Company to resume Dividends on the Share Capital.

To complete the Re-organisation of the Erie Company upon a sound and permanent basis, the Directors earnestly confirm and urge the request made by the London Committee, that the shares shall be deposited with the London Agents and Bankers of the Company, Messrs. Bischoffsheim & Goldschmidt, to be represented by certificates. This course is absolutely and immediately necessary for the protection of the Proprietors, and to save the Erie Railway from again falling into the hands of jobbing or speculative cliques.

In case your shares are at present registered in your own name, we shall be obliged, and your best interests will be served, by your signing and returning to us the enclosed form of proxy, duly certified as directed at foot thereof, without delay, as the Register and Transfer Books will be closed at an early date, in order to prepare for the Election, which has been ordered for July next.

Copies of the Share Registry are now at the Offices of Messrs. Bischoffsheim & Goldschmidt, Founders' Court, Lothbury.

We shall be happy to afford information to any Shareholder who may apply to us at the above address, either personally or by letter to the Secretary.

Your obedient Servants,
WILLIAM WETMORE CRYDER.
EDWARD H. GREEN.
GILSON HOMAN.

FRED. W. SMITH, Secretary.

N.B.—All Proxies will be received and Certificates exchanged free of Charge.

FORM OF LONDON CERTIFICATE ISSUED ON DEPOSIT OF SHARES.

The Dividends on the Stock represented by this Voucher will be paid at the Offices of Messrs. Bischoffsheim & Goldschmidt, in London, at the current rate of exchange.

Ten Shares. No.....

THE ERIE RAILWAY COMPANY.

EUROPEAN AGENCY.

This is to Certify, that a Certificate representing Ten Shares of One Hundred Dollars each in the Erie Railway Company has this day been deposited with the undersigned, Messrs. Bischoffsheim & Goldschmidt, London, for the purposes set forth in an agreement dated the 12th day of March, 1872, and subject to the condition endorsed hereon.

Countersigned ..... London, 19th March, 1872.
Director of the Erie Railway.

.....
European Agents of the Erie Railway.

Entered.....

COPY OF ENDORSEMENT.

The holder of this Share Voucher is entitled on demand to receive from Messrs. Bischoffsheim & Goldschmidt, and Messrs. Bischoffsheim & Goldschmidt undertake to deliver on the surrender of this Voucher, and in exchange for the same, a Certificate of Ten Shares of the Ordinary Capital Stock of the Erie Railway Company.